was being paid by the lessee all these years and in view of the fact that the plaintiff partly succeeds and partly fails, I think it is just and proper to direct the parties to bear their respective costs.

Order.

(i). It is open to the defendant - Corporation to assess the open-site and land along with the compound walls and well in the open-site L.P.No.C/36/1-2 so as to recover it from the plaintiff separately if it is also open to separately tax, assess and impose the tax on the entire structures and buildings in the said property separately so as to recover from the lessee-plaintiff which shall in view of section 65 of M.C.P.Act and Rule 3 of the General Property Tax Rules framed thereunder.

(ii). Defendant is hereby restrained from recovering the taxes imposed on the structures and buildings situated in the said open-site and land (suit property) from the plaintiff.

(iii). Parties to bear their own costs.

Order.

Dated:- June, 1956.

(K.S.-Patil.)
Pl.Plaintiff,Madras.

.....

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In the District Court of Kalutara,
I.P.No.35/31; I. ..No.368/31;
In the matter of the Insolvency of Karthias Thotapoa.

between,

Karthias Thotapo_, ... etitioner,
and
The firm of Veerapiranda
Aseerapoa Ltd. and 14 others, ... Respondents.

Please take notice that the Court has fixed the 3rd.day of February 1932,for the consideration of the above petition filed by the above Insolvent proposing a scheme of composition for the payment of all his debts in full satisfaction at the rate of 2 as.in the rupee.If you desire to be represented in the above hearing you should be present in person or by a duly instructed pleader and file your objections,if any.

Copies of the above proposal can be had in my Office.

F. Rama Rao.

Vakil for the Insolvent.

19.12.31.

Bellary Collector's Office

C. A. No 109 of 1912

15th January 1913.

Endorsement

With reference to his application for a copy of the Order of 4-2-04 regarding Chief Palanguin procession Veerappa Basappa Navagalla of Gadag will State if he is the authorised agent of the Swami, on whose behalf he applies for the Copy. If so he will produce the authority in support of his statement.

For of Magistrate.

To The Petitioner.

Veerappa Basappa
Navagalla
Clerk of Motor drivers in
Gadag.

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Halsbury's Laws of Eng
Vol 28 p 536
Section 1102

S. 15 of Wills Act 1837

Any beneficial devise, legacy, estate, interest, gift, or appointment, or any charges or direction for payment of debts, so far as it concerns any person attesting the execution of any will by which it is given or the wife or the husband of such person, or any person claiming under such person or wife or ~~child and~~ husband is null and void.

1932 Cal 574
= 1392. C. 237
3 = Bom. L. R. 1287
511
1937 Bom 944
1937 Bom 944
1937 Mad. 769
1937 Mad 901
5 Rang 17, ✓
= 1938 R. 24
[illegible]
[illegible]
= [illegible]
[illegible]
[illegible]
[illegible]
= [illegible]
1.29.

leased the said property to one Dadabhai Dorabji - for a period of 12 years from 1-12-1910 for the purpose of erecting Ginning factory on an annual rent of Rs.105/- and the lessee Dadabhai executed a lease deed on 10-7-1911(registered on 11-7-1911), the terms and conditions of the lease were, that the lessee should construct compound wall, open a gate to the west and at the expiry of the period of 12 years he should hand over vacant possession of the land after removing the structure thereon and further the lessee himself should be primarily and solely liable to pay the tax, assessment, cess, etc. levied by the Municipality or Government in respect of the Ginning factory etc. The plaint further states that according to the lease terms Dadabhai took possession of the open-site and erected a Ginning Factory. and began to enjoy the site and he has also paid tax, cess to the Municipality and Government and further subsequently a fresh lease agreement took-place between the plaintiff and the said lessee Dadabhai and Dadabhai - executed another registered rent note (lease deed) on 1-8-1923 and according to those terms, the lessee was to enjoy the suit premises for a period of 25 years from 1-8-1923 and he was to pay ~~Rxx~~ an annual rent of Rs.233/- and a commission of one Anna (0-06 Paise) per Naga of cotton ginned to the plaintiff and the lessee was primarily and solely liable to pay tax, assessment, cess, etc. to the Municipality and Government on account of the said building erected thereon. The plaint then states that before the expiry of 25 years, Dadabhai sold his lease-hold rights together with the structures and Ginning Factory, etc. by a registered sale deed of 30-8-1944 to one Abdul Karim Manigi and

that sale transaction was subject to the terms and conditions of the lease-hold as entered into between plaintiff and Jadabhai, the said Abdul Kadir became to enjoy the premises as sub-lessee of the plaintiff for the remaining unexpired period and probably he was liable to pay tax and cess to defendant-municipality and Government, and even after expiry of the lease period he is continuing as lessee of the plaintiff by holding over, during all this period being his period as sub-lessee and the plaintiff's lessee, after 1-5-1948 Abdul Kadir used to pay tax, assessment and cess to the defendant-municipality and Government, the plaintiff is the owner of open site only and the lessee Abdul Kadir is the owner of the building and the plaintiff may, at best, be liable for the tax leviable on the open site and the lessee while thereof holding the land as a building lessee is only liable to pay the tax under section 65 of the Bombay Municipal Borough's Act, 1925 (hereafter referred as B. M. Act), so the plaintiff is not liable to pay tax, etc. on the buildings and in fact the defendant used to recover tax, etc. from the sub-lessee; but now the defendant instead of recovering the tax, etc. from Abdul Kadirbhai as aforesaid before the defendant has chosen to issue the impugned bill dated 2-11-1974 for the year ending 31-3-1975 to the plaintiff demanding Rs.207-72 paise on account of tax and Rs.34-50 paise on the tax for current year, the defendant is not entitled to demand the tax such less the arrears from the plaintiff but the defendant has issued a demand notice under section 104(3) of the said Act on 17-12-1964 to the plaintiff, the plaintiff apprehends that the defendant-municipality may at any time take

coercive measures for recovery against him, hence he is obliged to file this suit, the plaintiff has served a notice dated 11-1-1965 on the defendant on 13-1-1965 under Section 206 of the said Act; but the defendant did not remedy his grievances and instead the defendant issued a false untenable reply to the plaintiff.

3). The defendant filed his written statement at ex.11. Defendant opposes the suit. Defendant - contends that the defendant-Municipality is empowered under the said Act to levy tax on sites and buildings and to recover the tax, such a right could not be - challenged by the plaintiff, that there are buildings built on the same C.T.S.Number and it is surrounded by compound walls, the tax in arrears and tax for the year 1964-65 is a big sum, in respect of which bills were issued and demand notices were also issued to the plaintiff, the plaintiff did not apply to the Standing Committee and did not go in appeal against the same, hence the plaintiff is estopped from refusing to pay the same and further the plaintiff being the lessor is primarily liable to pay the tax, the plaintiff's suit is not tenable in view of provisions of Section 206 of the said Act, the plaintiff has no locus-standi to file this suit, the suit premises belongs to the Math which is a Public Trust governed by the Bombay Public Trusts Act, the plaintiff is not the owner of the suit property in his individual capacity, the plaintiff has not obtained the previous sanction of the Charity - Commissioner for filing this suit and hence this suit

is barred by Section 51 of the Bombay Public Trusts Act. The defendant further admits that the said C.T.S. number originally was an open-site, which was leased on ground rent basis but it was not a building lease, the terms of the lease between the plaintiff and his lessees are not binding on the defendant, both lessor,s lessee and sub-lessee are jointly and severally liable to pay the tax, the accounts of the said property was were - paying the taxes to defendant,so the defendant did not bother as to who paid the taxes, the plaintiff's lessee has failed to pay the taxes, so the defendant has proceed -ed to recover the same from the plaintiff, the tax is a paramount charge on the property and the defendant has every right to recover the tax either from the lessee or from the lessor. The defendant has every right under the B.M.C.Act, and the Rules framed there-under to levy the tax and recover the same, the plaintiff's suit is false and the same be dismissed with commentary cost of Rs.1000/- under Section 35A of Civil Procedure Code.

4). From these pleadings the then Joint Additional Judge, Shri.A.R.Laxmanrao Iyengar framed the following issues at Exh.14:-

1. Whether defendant proves that the plaintiff is not the owner of the property as an individual but it is a trust property ?
2. If yes, is sanction by the Charity Commissioner - necessary ?
3. Whether court fee paid is sufficient ?
4. Whether this court has no pecuniary jurisdiction to try this suit ?

5. Whether defendant has tried to collect tax from plff in good faith ?

6. Whether the suit is not maintainable under Sec.206 of the M.M.B.Act ?

7. Whether defendant proves that the tenant of the plff failed to pay the tax ?

8. Whether notice issued by plaintiff is valid and proper ?

9. Whether plaintiff is entitled to injunction as prayed for ?

10. Whether plaintiff proves that the defendant-municipality has no rightto collect the tax from him ?

11. What decree ?

And he (1st Addl.Munsiff) recorded all the evidence, the case came up before me for arguments, I have heard the arguments, my findings on the above issues are:-

Issues 1 & 2 :- Do not arise in this suit. The Math property is held to be a Public Trust propertyby the Assistant Charity Commissioner and his decision is pending before the Charity Commissioner. Any permission from the Charity Commissioner to file such a suit is not at all necessary.

Issues 3 & 4 :- These two issues are already decided by the said Munsiff by his lengthy order dated 13-10-1965 and he has held that the Court fee paid is sufficient and that this court has jurisdiction to try this suit.

Issues 5 & 6 :- These issues also do not arise. The defendant has tried to collect the taxes from the plaintiff; but there was no good faith in that regard and the suit is

tenable in view of Section 206 of the B.P.T.Act.

Issue No.7 :- Yes.

Issues 8,9 :- Yes.

Issues 8, 10 and 11 :- As per final orders.

5). Reasons.

Issues 1 & 2 :- I have set out the pleadings in detail above. The plaintiff's Pujari Pandita states in his deposition at ex.40 that the suit property i.e. site belongs to the plaintiff, the buildings thereon belong to one Manigi. He speaks about the lease deeds between plaintiff and Dadabhai and also about the transfer of Dadabhai's rights to the said Manigi. He has produced his General Power of Attorney at ~~exxxxx~~ ex.41 passed by the plaintiff in his favour on 19-6-1963. He further states that in 1954 the Math is held as a public trust by the Assistant Charity Commissioner and the appeal against this decision was preferred to the Charity Commissioner, Bombay and the stay order was issued and now it is pending. Thus it is clear that the plaintiff being Swamiji, the Math property held by him is decided to be public trust property, but that decision is pending in appeal before the Charity Commissioner. The learned pleader for defendants-s arguing that the property involved in this suit is a public trust property and not that of the plaintiff' in his individual capacity as and that sanction of the Charity Commissioner to file suit was pre-requisite . In fact issues 1 and 2 do not arise at all in this suit. Whether the property involved in this suit is a Public Trust property or not has to be finally decided by the authorities under the Bombay -

Public Trust Act and it is being done. Section 51 of the Bombay Public Trusts Act is referred to by the learned pleaders from both sides. It is a provision relating to obtaining consent of the Charity Commissioner to file a suit of the nature specified in Section 50, if any person having any interest in the public trust intends to file a suit. Section 50 prescribes the suit relating to the Public Trust. It enumerates the nature of the suit, it is unnecessary to enumerate that provision. The perusal of the provision will make it clear that the nature of the suits enumerated therein must be in relation to each of the Public Trust relating to a declaration that a certain property is a trust property, relating to a direction for recovery of possession of such property or for removal of the trustee or manager or so on. Injunction suits of the present nature are not covered by Section 50. The learned pleader for plaintiff also cited a decision reported in 1964 Mysore Law Journal page 172. That decision is on different point altogether. By the present injunction suit the plaintiff claims a relief that defendant is not entitled to recover the taxes from him. The grounds for the suit are already enumerated by him in the plaint itself. So, I hold that no ~~xxxxxx~~ previous sanction of the Charity Commissioner will be ever required to file ~~such~~ suits. I record my answers in the way on issues 1 and 2.

6). Issues 5 & 6 :- There is no dispute that the defendant has issued bills and demand notices to the plaintiff for recovery of taxes. Exh.45 dated 19-12-1964 is a demand notice issued by the defendant's Chief Officer

copy of the lease deed dated 21-7-1911 passed by the said Dadabhai in favour of Swamiji. It was a reigstered lease deed. The perusal of the deed shows that the - open land was leased out to him on an annual rent of Rs.105/- for a period of 12 years from 1-12-1910. In addition they had agreed to pay a comission of one anna per cotton bale. The perusal of the same further shows that he would construct a compound wall around the land and would open a gate to the west and would erect a structure for engine and boilers for the - purpose of his factory and on expiry of the period of 12 years he would give vacant possession of the land - with compound wall and gate and well in good condition and he would remove all the wooden and iron materials of the structure that he would put. It also further - shows that he would be liable to pay all the taxes and cess due to the Municipality and Government in respect of his raising a Ginning Factory there. Then there is second registered lease deed , copy ex.43 dated 1-8-1923. It is executed by the same said Dadabhai in favour of plaintiff. It relates to the same property. It also - makes a reference to the earlier deed of 10-7-1911. It further mentions that according to the terms of the earlier lease deed, he has taken up the land on ground rent and the period has expired , therefore he ~~xx~~ is executing the new lease deed and its period would be 25 years from 1-8-1923. It further enumerates the same terms and conditions as in the earlier lease deed; but only the rent is enhanced to Rs.233/- per annum in addition to

- conviction of one year per cotton bale. It further stipulates that it self would pay even the house tax assessed by the Municipality and in that regard the - plaintiff need not bother. It further specifically mentions that after expiry of the period of lease, he would remove the structure and mixed materials, iron materials and machinery, etc. but he would leave earth, stone and walls as they were on the open-site intact and he would leave the wall and would not - damage and would vacate it. Thus, under the terms of the lease both the open land and site were leased out to Dadabhai ** and Dadabhai himself erected structures on the land and constructed buildings for the Ginning factory. He also constructed the compound wall and well and agreed to vacate the open-land with the compound wall and well intact at the end of the expiry of lease period and also agreed that he would remove the structure and buildings and factory thereon belonging to him. So, under the terms of the lease the compound wall and well constructed by him would become the part of the property of the land and site leased out by the plaintiff, whereas the structure and buildings ** and factory belong to him exclusively. Thus later on this Dadabhai transfered his lease-hold - right and factory to P.W.2 Abdul Wahid ex.55 by a registered deed, certified copy ex.56 dated 30-9-1914. The perusal of this document would show that transferor Dadabhai sold his lease-hold right and factory for Rs.45000/- to P.W.2. This deed makes a reference to the earlier lease ex.43. It is clearly shown that

the transferor had erected a Ginning factory and two tyning factory and three decorticating factories and buildings at his own cost and had ort up double oil engines and Rollers and machinery conditions were - there. It enumerates all the properties that he sold. It further mentions that the open site on which he had raised all those factories and machines belonged to the plaintiff and ~~xxxx~~ he has taken on annual rent of Rs.233/- agreeing to pay one anna commission ~~xx~~ per cotton bale and agreeing to pay taxes and cess and even the house tax to the defendant and the Government and he had paid off all the taxes till then and nothing was in arrears and that the purchaser Shri.Abdul Hanigi was going on paying the taxes to the said defendant and Government and commission and enjoyed the property till the expiry of the lease period. The unexpired portion of the lease period is only 4 years and it ended by 1-4-1948. There is no dispute that the defendant was levying consdlidated tax on the entire property including thebuildings on the said property and was recovering from Dadabhai during his time and from Abdul Hanigi - thereafter till 1956. P.W.2 Abdul Karim Ameensab Hanigi ex.55 has deposed about the purchase of property under the said deed ex.56. He swears that every year the defendant-Municipality is sending bills and notice to him in respect of tax and cess and he has paid ~~x~~ tax till the period demand notice was served upon him and he does not remember if his mill was attached in that regard and his own creditors had given an application to declare him insolvent in 1950 and his lands are sold

in question by the evidence. P.W.1 Jamnadas etc. has arrears about the defendant's pending bills and demand notice to plaintiff and he also stated that they demanded Rangi to pay taxes and the building on the suit site belongs to Rangi now. Thus, it is abundantly clear that the lessee Shri Abdul Rangi has failed to pay taxes to the defendant and the defendant have tried to collect the same taxes from the plaintiff. I record my answers accordingly on issues 7 and 5 respectively.

7). The question is, whether the defendant's effort to collect the taxes from the plaintiff is in good faith or not. The ex learned pleader for defendant was arguing relying on section 96 of the B.M.C.Act, that no suit shall lie in respect of anything in good faith done by the municipality, and therefore the present suit is not at all tenable. In fact these points do not arise in the present suit. In the present suit the questions as to the liability to pay taxes on the grounds mentioned in the plaint have arisen. The question of good faith for any act done by the municipality does not arise. What the plaintiff wants to show is, that he is not liable to pay taxes in view of Section 96 of B.M.C.Act and also Rules framed by the defendant thereunder. The learned pleader for plaintiff was arguing from the facts that all these years the defendant was recovering all the consolidated taxes from the lessee Siddhai and thereafter from Abdul Rangi and therefore there was no good faith for the defendant in issuing demand bills and demand notice to the plaintiff for recovery of arrears of taxes.

The suit is not in respect of anything in good faith done by the defendant-Municipality. The suit ~~xx~~ involved correct interpretation of Section 85 of B.A. B.Act and rules framed thereunder and raises a question of liability or otherwise of the plaintiff to pay taxes. So, the contentions raised by the defendant that the suit does lie in view of Section 206 are not tenable in our present suit. ~~xxxxxxx~~ As observed above that defendant was collecting all the taxes from the lessees during all these years. It is only clear that defendant's attempts to collect taxes from the plff now is not in good faith. I record my finding on the remaining part of issue No.5 and I hold that the suit is maintainable and record my finding in the affirmative on issue No.6.

8). Issue No.3 :- Before filing the suit the plaintiff issued a notice (copy ex.48 dated 11-1-1965) through his pleader to the defendant's Chief Officer and the same is served on the defendant's Chief Officer on 13-1-1965 under Postal A.D.-x.49. The defendant issued a reply. The plaintiff has filed the present suit on 18-3-1965 after expiry of the statutory period of one month prescribed under Section 206(a) of B.M.B.Act. The notice is valid and proper ~~xxxx~~, hence I record my finding in the affirmative on issue No.3.

9). Issues 9, 10 and 11 :- I have already pointed out that the open-site and open land were leased out by the plaintiff originally to Dadabhai and Dadabhai according to the terms of the lease deeds erected structures ,

buildings, compound wall and well and started his factory therein. He has transferred his rights to the present lessee.-Abdul Haqiq. I have already pointed out that according to the term of the lease deed the entire - structure, building, in which the factories were working belong to the lessee, who was entitled to remove them while vacating, wherein only the open-site and land belong to the lessor. Of course, according to the terms of the lease, the lessee agreed that the compound wall and well that he constructed in the property would remain on the site undamaged, in that way the compound wall and well would become the part and parcel of the open-site and open land and in that way they would become the - property of the plaintiff. At the same time the lessee had agreed to pay all the taxes, cess and even house tax assessed by the defendant-municipality and Government and accordingly they paid. Before the demand bill and demand notices were served on the plaintiff, the plff filed objections (copy ex.46 dated 29-3-1944) to the defendant's Chief Officer, therein he complained that he had already informed that all the buildings and - structures in the said property belong to the lessees and that he only owner xxx of the ground, open-site and land and therefore he is not liable to pay any tax in respect of the same and therefore the demand of tax and issue of Jangam warrant for recovery of tax against him, about which he has learnt, is illegal and that it is only the lessee Mr.Abdul Haqiq, who is in occupation and enjoyment of the entire property, is liable

to pay the tax and therefore enquiry is to be made as to who is ~~xxxx~~ real occupant and then the taxes be recovered only from the occupants and not from him. It appears that these objections by the plaintiff to the defendant's Chief Officer were not enquired into and therefore the recovery of arrears of taxes was being insisted for payment only by the plaintiff. So, he has filed the present suit after giving necessary notice. The learned Pleader for plaintiff relies on Section 85 of the B.M.B.Act. This Section runs as:-

> " A tax imposed in the form of a rate on buildings or land or both shall be ~~t~~x leviable primarily from the actual occupier of the property upon which the tax is assessed if he is the owner of the property, or holds it on a building or other lease from the (Government) or from the municipality, or on a building lease from any person. Otherwise the tax shall be primarily leviable as follows, namely:-
>
> (a) if the property is let from the lessor;
>
> (b) if the property is sublet, from the superior lessor;
>
> (c) if the property is unlet, from the person in whom the right to let the same vests, etc. "

From this provision he argues that Abdul Hanigi being the actual occupier of the property is primarily liable to pay the taxes since he holds the property on building lease from the plaintiff (any person mentioned in the Section). He further points out Rule 8 of the General Property Tax Rules framed by the defendant-Municipality and this Rule runs as:-

> " Generally a building and the land appertaining there to shall be treated as one property for the purpose of tax in respect of the land is - different from the person primarily liable to pay the tax in respect of the building thereon, the land and the building (i.e. the super structure) shall be separately taxed."

From these provisions he argues that the lessee Abdul Hamid being the actual occupier of the property is primarily liable to pay the entire taxes since he is holding it on a building lease. The learned pleader for defendant was arguing that it is not a case of building lease. His argument is not at all correct. I have already pointed out from the terms of the lease deeds. The lease deeds clearly show that the open-site and land were leased out to the lessee only and purely on a building lease. The learned pleader for plaintiff correctly stated that at the best the defendant-municipality may accurately assess the open-site and land belonging to the plaintiff and assess the structures and buildings belonging to the lessee separately and may recover such taxes separately from the plaintiff and the lessee respectively. The perusal of Rule 8 referred above indicates that the rule contemplates separate taxation and recovery of the land and building, that is, super-structure being separately taxed. The defendant-municipality does not appear to have followed that procedure of separate taxation one on the super structure and other on the land. The learned pleader for plaintiff has cited a decision reported in 1910 (12) Bombay Law Reporter page 870. But that decision is on different point. But the perusal of the case is helpful in our present suit. It refers to the lease of the lands under Building Scheme for building purposes.

10/. The learned pleader for defendant was argued that defendant-municipality has every right to impose taxes under Section 73 and recover the taxes under Section 112 of B.P.M.Act. Nobody has questioned such power of the defendant-municipality in this case. He also cited a ~~stock~~ decision reported in A.I.R.1933 Bombay page 317.

From this decision he was arguing that Section 212 of the Bombay City Municipal Act is similar to Section 112 of B.M.B.Act and in that case it is held that, tax is first charge upon the building or land liable to tax and even the Government land is not exempt from taxation. In this case lease was terminated and lessee had vacated the property when the taxes were being recovered by charge on the land; and the court held that lessee was liable but observed about the difficulties in the matter of recovery. Facts of our case are different and nature of our suit is different. So the said decision does not help the defendant's pleader. Section 112 of B.M.B.Act is clear that all sums due on account of any tax on lands or building or both shall be a first charge upon the buildings or lands in respect of which such tax is leviable and upon the movable property, if any found within or upon such building or land and belonging to any person liable for such tax. Even Sections 73 and 112 of B.M.B.Act do not speak of any consolidated tax being assessed in respect of the land and building together. Of course in proper cases building and the land appertaining thereto could be treated as one property and could be taxed together in view of Rule 8 of the said Rules. But it is clear from Section 85 of ~~the~~ B.M.B.Act that tax on buildings or lands or both shall be leviable primarily from the actual occupier of the property in cases of building leases . It is clear in our case that the outer structure, buildings and factories ~~ax~~ in the open-site and the land belong exclusively to the lessee Abdul Karim Ameensab Hanigi and not at all to the plff. Only the open-site and land belong to the plaintiff.

No 4 4

IN THE COURT OF THE District Judge, NORTHERN DIVISION,

Miscellaneous Case No [illegible] of 1931-1932.

PETITIONER :- B. L. [illegible] Advocate, Tiptur, aged about 60 years, Agent. Sri Karibasava Swami Mutt, Konevinakere, Tiptur Taluk, Tumkur District.

Under Section 61 [illegible] Succession Act.

The petitioner abovenamed begs [illegible] as follows:-

1. That the address of the petitioner for purposes of service of summons, notices and other processes of court is as given above or c/o his counsel, [illegible] Advocate, Tiptur.
2. That Sri Karivrishabha Veerabasava Swami alias Sri Karibasava Swami of the Sri Kalmaiddeswara Mutt at Konevinakere Tiptur Taluk died on the 11th [illegible] at Konevinakere, Tiptur Taluk, Tumkur District.
3. That the said Sri Karibasava Swami was ordinarily residing at Konevinakere and was possessed of properties situate in Tiptur Taluk, Tumkur District within the jurisdiction of this Hon'ble Court.
4. That prior to his death that is on the 7th July 1931 the said Sri Karibasava Swami executed the will produced herewith and got the same registered on the 7th July 1931.
5. That the said Will is his last will and testament and was been duly executed by him while he was of sound mind and able to make proper testamentary disposition.
6. That the petitioner is the executor named in the will and is willing to act as such executor.

7. That the assets which are likely to come to the petitioners hands amount to Rs 35,000/-

8. That to the best knowledge of the petitioner no application for probate on the said will has been made and there is no impediment to the grant of probate.

9. That to the best knowledge of the petitioner there is no one interested in dissenting or otherwise opposing the will on the grant of probate, save and except such as may, if any, appear after publication as required.

10. That the will being in the vernacular no translation or abstract is filed.

The petitioner therefore prays that probate with will annexed may be granted to him on the will.

Bangalore City,

Advocate for Petitioner.

I, S.L.Ranga Rao, the petitioner above named declare that what is stated above is true to the best of my knowledge.

Bangalore City.

I, Doddalinga Reddy, one of the witnesses to the last will and testament of the testator mentioned above declare that I was present and saw the said testator affix his signature thereto.

Honavinakere

In the Court of the District Judge

~~Shettur~~
Bangalore

M.S. No 104 of 1931-32

Petitioner

Srikar Basavaswami
Mutt by Agent
Nanjundappa

Opponent

Jagadguru Thotadarya
Mahaswamigal
By agent
M Gangadharaiya
Under Power of Attorney.

The opponent begs to make as follows:—

1 The opponent puts the petitioner to strict proof of the execution of the alleged will by the deceased Karibasaswaswami ~~which~~

2 So far as the opponent is aware the deceased Karibasaswa Swami never intended to make any will nor had he ~~capable of understanding~~ a sound disposing mind for ~~about~~ nearly a month before his death, as his sickness increased

3 The so-called will is the outcome of fraud of ~~the~~ the agent Nanjundappa who took undue advantage of the weak state of mind in which

the deceased was just before his death and used undue influence in getting up a document which was to benefit himself and the attestors who were his creatures and debtors of the Mutt. The document even if genuine was not executed by the deceased out of free consent but is vitiated on account of undue influence of the powerful agent Ranjundappa, being used on the deceased ~~which~~ when the latter's memory was fading. The deceased had no independant advise in the preparation of the so-called will and hence the same is not valid.

4. The Sri Kari Basava Swami Mutt at Ronavenakere ~~belongs to~~ is a branch of Thotadarya Mahaswami Mutt at Gadag. The deceased Karibasava Swami had no power either to dispose of ~~the~~ any of the properties belonging to the Mutt or to appoint a successor by means a will, without the express authority of the parent Mutt, Thotadarya Mahaswami Mutt at Gadag. Hence ~~the will is not operative at all~~. The property did not belong to the deceased Karibasava Swami personally. Hence the will is not ~~of~~ valid and operative at all.

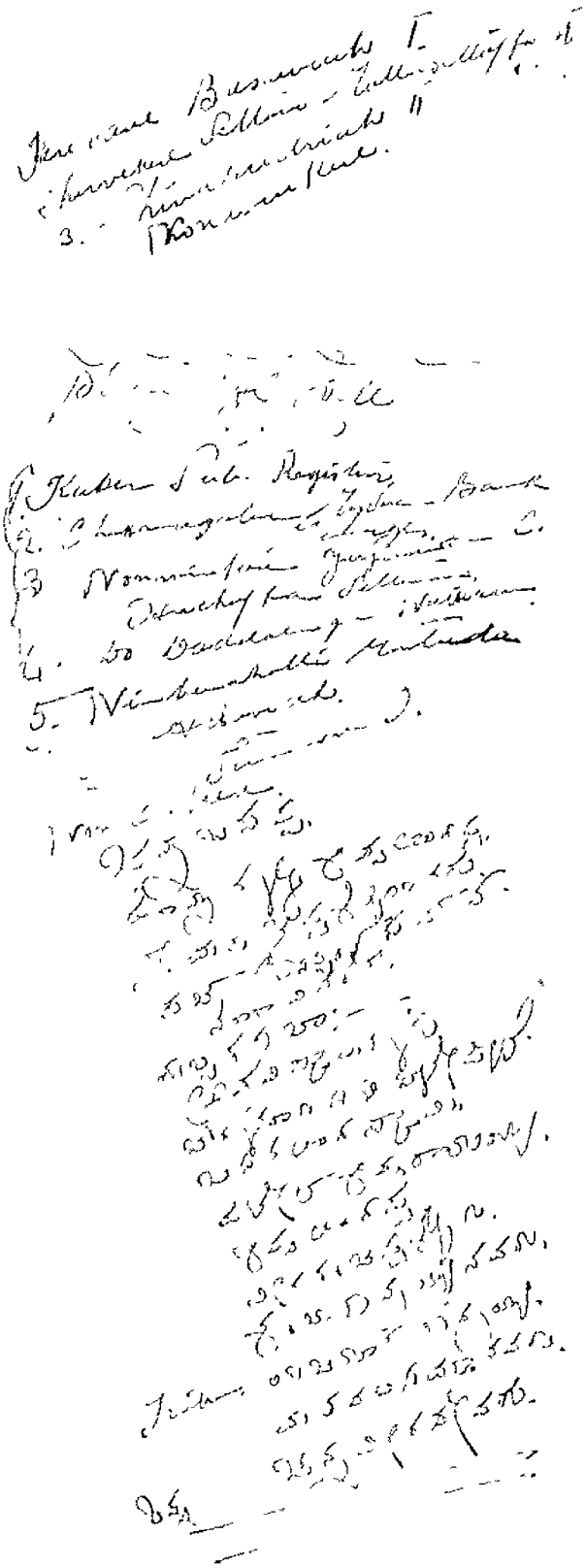
5. The so-called will for which really the probate is ~~asked for to be a~~ is not a will but a power of attorney authorising the agent

Nanjundappa to be appointed an agent after the death of the ~~late~~ deceased Kanakasawa Swami, ~~which~~ and ~~hence arises to be~~ operative after the latter's death. ~~Hence there is no necessity to grant any prelude~~. He also appointing one Rudra Muni as his successor. ~~to the head of the Math~~. Hence the document (may not a will, no probate need be granted.

6 All other allegations in the petition ~~contrary~~ inconsistent with this statement are false

The opponent prays that the petition may be dismissed with costs

I, M. Gundhariya, the agent of Thirtadarya Mahaswamiji Math at Gadag ~~do~~ the opponent do hereby declare that what is stated above is true to the best of my knowledge and make this affirmation at Bangalore this day of June 1932



[illegible]

In the Court of the District Judge

At Bangalore

O. S. No 49 of 1931-32

Petitioner

Srikari Basavaraswami Mutt by Agent Ranjundappa

Opponent.

Thontadarya Mahaswamigal Samasthana Mutt Dhambala & Gadag. by agent Gangadharayya

Affidavit

I, Gangadharayya, son of Siddalingayya, residing Navanagere do hereby solemnly declare on oath as follows:—

The plaintiff petitioner Ranjundappa has filed an application for probate of a will alleged to have been executed by the deceased Sri Karibasava Swami. The Case is pending in this Hon'ble Court.

The Mutt possesses properties of the value of more than Rs 40,000/- Most of these properties consist of the money lending business. I learn that a sum of Rs 35,000

The income from the lands is more than Rs 2,000/- ~~The~~ income from disciples ~~is a~~ generally moves of the jewels and other in the Mutt are worth more than Rs 3,000/- The debeciples ~~contribute~~ offer also a large sum of money to the Mutt during every year.

3. The plaintiff petitioner Nanjundayya is mismanaging the affairs of the Mutt. He has been collecting the debts due to the Mutt and misappropriating the same. He has not kept regular accounts. He has been spending money as he desires without any regard to the interest ~~of the~~ welfare of the Mutt. He is excreating the immovables in the Mutt. ~~He~~ If he be allowed to manage the affairs of the Mutt, the institution will ~~suffer~~ sustain a very heavy loss.

4. The ~~Mutt~~ Nonavinakere mutt belongs to the ~~plaintiff~~ defendant Mutt The main object of the plaintiff is to cause loss to the defendant Mutt and ~~prevent~~ deprive the defendant mutt of as much money as possible. It is necessary that ~~an~~ inventory of the properties of the Mutt

has to be ordered to be prepared
at once and an independent person
to be appointed a receiver in the case.
Preferably the Amildar of Tiptur Taluk
may be appointed the receiver, so
that the party, who ultimately succeeds
may not suffer any loss

The plaintiff Nanjundappa
does not possess any property. He has
one house worth Rs 2000/- or so at
Tumkur, which I learn has been
mortgaged to the hilt to a co-operative
Society. It is most unsafe to entrust
him with the management of the
estate worth more than Rs 40,000/
If he misappropriates, as he has
been doing till now, there is
no means of recovering the same
from him. The defendant will
be put to irreparable loss.

It is necessary that
an inventory has to be ordered
and a receiver be appointed
to take charge of the properties

of the Mutt, till the disposal of this suit

In the Court of the District Judge
At Bangalore

O.S. No. 49 of 1931-32

Plaintiff

Sri Kari Basavaswami
Mutt by Manager
Narayanappa

Defendant

Thontadarya
Mahaswamiji of
Samasthana Mutt
Betala Agrahara

Section 141 and order
under O.F. 40. r. 1 of C.P.
of the Probate and
Code and Administration Regulation, the
defendant above named begs
that for the reasons mentioned
in the accompanying affidavit,
(a) an inventory of the properties
in the Nonavinakere Mutt and the
debts due and of all the properties of
the Mutt may be ordered to be prepared
and (b) A receiver may be appointed

to take possession of all the properties
of the Mutt and manage the
like the disposal of this suit.

I, [illegible] Mbya, the agent
of the defendant [illegible] named do hereby
declare that what is stated above is true to
the best of my knowledge and I make
this affirmation [illegible] and Basic Law [illegible]
[illegible]

ಜಪಲಿಂಗಾಲ್ ಪತ್ರಿಕೆ

ತಿರುಪೆರುಂ ತಾಳ್ವಿಲಿಂಗ ದೇವಾಂಶಿನಿಕೆರೆ ಶ್ರೀ ಕಾಪಸಿದ್ಧೇಶ್ವರಸ್ವಾಮಿ ಮಠದ
ಗುರ್ಪೀಠಕ್ಕೆ ವಿರಾಜಮಾನರಾದ ಜಗದ್ಗುರು ಶ್ರೀ ಶಿವಬಸವಸ್ವಾಮಿಗಳವರ ಮುಖದಿಂದ

ಬರೆಯಿಸಿದ ಸನ್ನದ್ದು ಒಪ್ಪಿಗೆಯ ತೀರ್ಮಾನವಿರುವುದೇನೆಂದರೆ —

(1) ಸದರಿ ತಿರುಪೆರುಂತಾಳ್ವಿಲಿಂಗಗಳವರು ನನ್ನ ಗುರುಗಳಾದ ಶ್ರೀ ಕಾಪಸಿದ್ಧೇಶ್ವರಸ್ವಾಮಿಗಳವರಿಂದ ಬರಕ್ಕೆ ತಂದು, ನಡೆಸಿಕೊಂಡು ಬರುತ್ತಿದ್ದ ಉತ್ಸವಕ್ಕೆ ಅಡ್ಡಿಯಾಗಿ ಇಷ್ಟು ದಿನಗಳಾದುದು ಬಹಳ ವಿಷಾದವಾಗಿದೆ. ಈ ಮುಂದಿನ್ನು ಸ್ವಲ್ಪ ಅಭಿವೃದ್ಧಿಗೆ ತಂದು, ನ್ಯಾಯಾಧೀನವಾದ ಬಾಕ್ಸಿನ ಆಸ್ತಿಗಳನ್ನು ಇವಕ್ಕೆ ಸ್ವಾಧೀನಪಡಿಸಿ ಪೂರ್ವದಲ್ಲಿ ನಡೆಯುತ್ತಿದ್ದ ಉತ್ಸವವನ್ನು ಸರಿಯಾಗಿ ನಡೆಸಿಕೊಂಡು ಬರುವಂತೆ ಮಾಡಲು ಉತ್ತರಾಧಿಕಾರಿಗಳಾದ ನಿಮಗೆ ಮತ್ತು ಮಠಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟ ಇತರರಿಗೆ ಆಜ್ಞೆ ಮಾಡಿ ಕೊಡಬೇಕೆಂದು ನನ್ನಲ್ಲಿ ಪ್ರಾರ್ಥಿಸಿಕೊಂಡಿರುವುದರಿಂದ ಮತ್ತು ಮೇಲಿನ ವಿಷಯಕ್ಕೆ ಅಡಚಣೆಯಾಗದಂತೆ ನೀವೂ ಮತ್ತು ಮಠದ ಇತರ ಸಂಬಂಧಿಕರೂ ನಡೆದುಕೊಳ್ಳಬೇಕೆಂದು ಆಜ್ಞೆ ಮಾಡಿ ಕೊಡಬೇಕೆಂದು ಕೋರಿಕೊಂಡಿರುವುದರಿಂದ ಮತ್ತು ಈ ಮಠದ ಪೂರ್ವಾಪರಗಳನ್ನು ಚೆನ್ನಾಗಿ ತಿಳಿದಿರುವುದರಿಂದ ಈ ಕೆಳಕಂಡ ಷರತ್ತುಗಳಿಗೆ ಒಳಪಟ್ಟು ಈ ಸನ್ನದ್ದನ್ನು ಬರೆಯಿಸಿ ಕೊಟ್ಟಿರುವುದಾಗಿ ತಾ. 11-7-1911ನೇ ಇಸವಿ ಜುಲೈ ತಿಂಗಳ 11ನೇ ತಾರೀಖು ಮಂಗಳವಾರದಂದು.

(2) ಸದರಿ ಜಿಲ್ಲೆ ಪ್ರತಿಷ್ಠೆ ಹೊಂದಿರುವುದು ಬಹಳ ಗೌರವಕ್ಕೆ ಪಾತ್ರವಾಗಿ ನಡೆಯುತ್ತಿದ್ದು, ರುಜುವಾತು ಮಾಡಿಕೊಡಬಹುದಾದ ಸಾಕ್ಷಿಗಳನ್ನು ಜತೆಯಲ್ಲಿ ತರುವಂತಾಗಿ ಮುಂದೆ ಬರುವ ವಿಶ್ವಸ್ಥರೆಂದು ಹೇಳಿಕೊಳ್ಳುವವರಿಗೆ ಪತ್ರಗಳು ಮುಂತಾದವು ಇರಬೇಕೆಂದು ನಡವಳಿಯನ್ನು ಸ್ಥಿರಪಡಿಸಿಕೊಳ್ಳಲಾಗಿದೆ. ಮತ್ತು ಮಠದ ಪೂರ್ವಾಪರಕ್ಕೆ ತಕ್ಕಂತೆ ಮಠದ ಆಸ್ತಿಯನ್ನು ಕಾಪಾಡಿಕೊಂಡು ಬರುವ ಹಾಗೆ ಮಾಡಿಕೊಂಡಿದ್ದಾರೆ.

(3) ಈ ಮುಂದಿನ ಒಪ್ಪತ್ತಾಗಿರುವ ಹೊನ್ನಬಳ್ಳಾಪುರದ ನಾಡಪ್ರಭುಗಳು ಕಾಡಸಿದ್ದೇಶ್ವರ ಬಸವಪುರ, ಗುರುಪ್ರ ಕಮ್ಮಟ, ಬಳಗದ ಮುಂತಾದವು ಇವರುಗಳು ಮುಂದೆ ತಾವುಗಳು ಅಭಿವೃದ್ಧಿಗಳಾಗಿ ಬಲವಾದ ಸ್ಥಿತಿಗಳನ್ನು ಬಾಚಿಕೊಳ್ಳಬೇಕೆಂದು ದುರಾಸೆಯೂ ಕಾರ್ಯಕರವಾಗಿರಲಿಲ್ಲವು ಸಂತತಿಯಿಂದ ಮುಕ್ತಿ ದೈವಿಗಳಾಗಿದ್ದರ ಕಡೆಗೆ, ಮಂಟಿಪರನ್ನು ಪೆರಿಸಿಕೊಂಡು ಮುಂಚಿನ ಮುಂದೆ ಚಿತ್ತಗಳಿಗೂ ಯಾವ ಪಕ್ಕ ಇಲ್ಲದಿರುವ ಗದಗಿನವರುಗಳಿಂದ ಮೂಲಕ ಈ ಮುಂದೆ ವೀರಭದ್ರೋದಾತರುಗಳಿಗೆಲ್ಲಾ ಕೆಲವಕ್ಕೆಜಾರದೆ ನೋಟೀಸುಗಳನ್ನು ಪಬ್ಲಿಕೇಷನ್ ಮಾಡುವಂತೆ ಅನೇಕ ಕೊಂದರೆಗಳನ್ನು ಕೊಡುತ್ತಿದ್ದಾರೆ. ಈ ನಿರ್ಧಾರವನ್ನೆಲ್ಲಾ ಸರ್ಕಾರಕ್ಕೆ ರಿಪೋರ್ಟ್ ಮಾಡಿದುತ್ತೆ.

(4) ಗದಗಿನವರೆಡವರು ಬಾಬುಗಳಿಂದಲ್ಲಿ ಬಹುಮಂದಿರುವ ಜಂಗಮರೆಲ್ಲಾ ಕುಪ್ಪಸುಳ್ಳು ಮುಖ್ಯ ನೋಡಬೇಕಾದ ನೆಡನಳೆಯಾಗಿರುತ್ತೆ. ಅವರುಗಳಿಗೂ ಕಾಡಸಿದ್ದೇಶ್ವರಸ್ವಾಮಿಗಳಿಗೂ, ಈಮುಂದೆ ಬಾಡಸಿದ್ದೇಶ್ವರಸ್ವಾಮಿಯಂಬುವವರಿಗೂ ಯಾವ ಸಂಬಂಧವಿದ್ದರೂ ತಾರುವುದಿಲ್ಲ. ಇವರು ನೋಟೀಸನ್ನು ನಮೂದಿಸಿರುವ ಅಂಶಗಳಿಗೆಲ್ಲಾ ಸಮಾಧಾನ ಮಾಡುವಂತೆ ಕೇಳಿಕೊಂಡಿರುವ ಕಾಣಿಯನ್ನು ಕೊಡಬೇಕಾಗಿರುವ ಹಣವನ್ನು ಯಾವ ತೊಂದರೆಯಾಜನಕವಾಗಿ ಇಟ್ಟುಕೊಳ್ಳದೆ ಕೊಟ್ಟುಬಿಡುವಂತೆ ಗದಗಿನ ಮುತವಲ್ಲಿಗೆ ಬರೆಸಿದ್ದೇವೆ. ಅಕ್ಕಾಲೆಯನ್ನು ಮುಂದಿಂದ ನೋಟೀಸ್ ಕೊಟ್ಟಾಗಲೂ, ಮಠಮಾನ ಉತ್ತರ ಮತ್ತು ಇತರ ಲೆಕ್ಕಪತ್ರಗಳು ಇರುತ್ತವೆ. ಅವರು ಯಾವ ಹಕ್ಕುಹೊಂದಿರುವುದಿಲ್ಲ. ಅಲ್ಲದೆ ಸಂಬಂಧಪಟ್ಟವರೊಂದಿಗೂ. ಅಷ್ಟರೆ ನಮ್ಮ ವಿಶ್ವಸ್ಥನಷ್ಟಕ್ಕೆ ಸೇರಿದ ಗದಗಿನವರನಿವರು ಗುರುಯುಗಿರುತ್ತೆ. ಯಾವ ಸಮ ದಾಖಲೆಗಳನ್ನು ತರುತ್ತೆ ಕಛೇರಿಯವರೆದುರು ನೋಟೀಸನ್ನು ಯಾರೂ ಸಂಬಂಧಿಸಿದೆ.

(5) ನನ್ನನ್ನು ಈ ಮುಂದಕ್ಕೆ ಮಂತ್ರಾಲಯದಲ್ಲಿರುವವರೆಲ್ಲರೂ ಈ ಬಾಗಾಯ್ತು ಹುಸ್ಸೆಯ ವಿಷಯಗಳಲ್ಲಿಗಾಗಿ ಅವಲು ಮುಖ್ಯ ಬಿಚ್ಚಿಹೋಗಿರುವ ಸ್ಥಿತಿಯನ್ನು ಕಂಡು ನೀವು ಮತ್ತು ಇತರರು ಬರೆದುಕೊಟ್ಟಿರುವ ಪತ್ರಗಳನ್ನು ಸಂತಾಸಿ ನಾವ್ಯವಹರಿಸಿಕೊಂಡು ಹೋಗಬೇಕು. ಯಾವಿವಾದವೆ ಗದಗಿನವರವರು ತೊಲ್ಲಿರುವ ಪಬ್ಲಿಕೇಷನ್ ನೋಟೀಸುಗಳ ಲಭ್ಯ ಗುರುವಾರಿಕೊಂಡು ಯಾಕೆಂದರೆಯೂ ಇವರ ಸಲ್ಲ ನಕ್ಷತ್ರವನ್ನೆಲ್ಲಾ ಕೊಂಡು ಧಾರಾ ಮೊಕದ್ದಮೆಯನ್ನೂ ತೆರಲು ಒಪ್ಪಕಾರಣ ಸ್ಥಿತಿಯಂತೆ ಬಿಟ್ಟಿರುತ್ತೆ.

S. L. NANJUNDAPPA

ಎಸ್. ಎಲ್. ನಂಜುಂಡಪ್ಪ

ಮುಖ್ಯ ವಿಚಾರಣೆ

ಸಿವಿಲ್ ಜಡ್ಜಿ ಕೋರ್ಟ್, ಬೆಂಗಳೂರು.

ತಾ. 12-7-1911.

ಶ್ರೀ ಗುರುಪ್ರಸಾದ ಪ್ರೆಸ್, ಬೆಂಗಳೂರು.

ಶ್ರೀಮನ್ ಮಹಾರಾಜ ನಿರಂಜನ ಜಗದ್ಗುರು

ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳವರು

ಸಂಸ್ಥಾನಮಠ ಡಂಬಳ ಮತ್ತು ಗದಗ ಇವರ ಸನ್ನಿಧಿಯಿಂದಾ—

ಜಾಹೀರಾತು.

ಈ ಮೂಲಕ ಸಮಸ್ತ ಜನಗಳಿಗೂ ತಿಳಿಸುವದೇನಂದರೆ—

ನೈಸೂರು ಇಜಾರಾ ತುಮಕೂರು ಜಿಲ್ಲಾ ತಿಪಟೂರು ತಾಲೂಕ ಪೈಕೆ ನೊಣವಿನಕೆರೆ ಗ್ರಾಮಕ್ಕೆ ಸೇರಿದ ಯಾವತ್ತೂ ನಮ್ಮ ಸೂತ್ರ ಪರಂಪರೆಯಾಗಿ ಬಂದಿರತಕ್ಕ " ಶ್ರೀ " ಕಾಡಸಿದ್ಧೇಶ್ವರ ಮಠದ ಚರಮೂರ್ತಿಗಳು ನಮ್ಮಿಂದ ಅಧಿಕಾರಹೊಂದಿ ನಮ್ಮ ಉಪ್ಪನಮೇಲಿಗೆ ಸದರಿ ಮಠದಲ್ಲಿ ಅನುಷ್ಠಾನಮಾಡಿಕೊಂಡು ಇದ್ದವರು. ಈಗ್ಗೆ ಕೊಂಚದಿವಸಗಳಲ್ಲಿ ಲಿಂಗೈಕ್ಯರಾದರು. ಇವರು ಲಿಂಗೈಕ್ಯರಾದ ಸ್ವಲ್ಪ ದಿವಸದಿಂದೀಚೆಗೆ ತುಮಕೂರಿನ ಎಸ್. ಎಲ್. ನಂಜುಂಡಪ್ಪ ಯಂಬುವರು ತಾವು ಸದರಿ ಲಿಂಗೈಕ್ಯರಾದ ಸ್ವಾಮಿಗಳತರ್ಫೆ ಏಜಂಟಯಂದೂ ಸ್ವಾಮಿಗಳು ವಿಲ್ ಯಾ ಮರಣಶಾಸನವನ್ನು ಲಿಪಿಸಿದ್ದಾರೆಂದು ಸ್ವೇಚ್ಛೆಯಾಗಿ ನಮ್ಮ್ಯಾವತ್ತು ಮಠದ ಆಸ್ತಿಗಳೂ ಮತ್ತು ಲೇವಾದೇವಿಗಳೂ ಸಹಾ ನಮ್ಮ ಒಪ್ಪಿಗೆ ಇಲ್ಲದೇ ವ್ಯವಹಾರ ನಡಿಸುವದರಲ್ಲಿಯೂ ಮತ್ತು ದುಂದುವೆಚ್ಚ ದಿಂದಾ ವ್ಯಯಾ ಮಾಡುತ್ತಿರುವದಾಗಿ ನಮ್ಮ ತಿಳುವಳಿಕೆಗೆ ಬಂದಿರುತ್ತೆ.

ಮೇಲ್ಕಂಡ ನಂಜುಂಡಪ್ಪನವರಿಗಾಗಲಿ ಲಿಂಗದೊಳಗಾದ ಚರಮೂರ್ತಿಗಳಿಗಾಗಲಿ ಸದರಿ ಮಠದ ಸಮ್ಮಂಧ ಚರಸ್ಥಿರ ಆಸ್ತಿ ಗಳನ್ನು ಪರಾಧೀನಮಾಡಲೂ ಮತ್ತು ಯಾವತ್ತು ಲೇವಾದೇವಿ ಬರಮಾಡಿಕೊಳ್ಳಲೂ ವಗೈರೆ ನಮಗೆ ವಿನಹಾ ಇವರಿಗೆ ಯಾವ ಅಧಿಕಾರ ಇರುವದಿಲ್ಲ.

ಈ ಬಾಗಾಯಿತು " ಶ್ರೀ " ಮೇಲ್ಕಂಡ ಮಠಕ್ಕೆ ಕೊಡತಕ್ಕ ಮತ್ತು ಮಠದಿಂದಾ ಹೊರಕ್ಕೆ ತೆರತಕ್ಕ ಯಾವತ್ತೂ ಕೊಡ ಕೊಳ್ಳಿಗಳಿದ್ದಾಗ್ಯೂ ನಮ್ಮ ಒಪ್ಪಿಗೆ ವಿನಃ ಯಾರೂ ಸದರಿ ನಂಜುಂಡಪ್ಪನ ಮೂಲಕ ವಹಿವಾಟು ನಡಿಸಬಾರದು. ಅಂತ ಈ ಮೂಲಕ ತಿಳಿಸಿರುತ್ತೇವೆ.

ಮುಕ್ತಾಂ
" ಶ್ರೀ " ಜಗದ್ಗುರು ತೋಂ. ಸಂ. ಮಠ
ಗದಗ.

ಸಜಂಟ,
ಶಿದ್ಧಯ್ಯಾ ಹಿರೇಮಠ, ಸಾ॥ ಗದಗ.

ತಾರೀಖು ೪ — ೪ — ೧೯೩೨ ನೇ ಇಸ್ವಿ.

ಶಿವಾನಂದ ಪ್ರಿಂ. ವರ್ಕ್ಸ್, ಗದಗ. ೧೦೪೪-೩೨. ೧೦೦೦.

ಶ್ರೀಮ ಮಹಾರಾಜ ನಿರಂಜನ ಜಗದ್ಗುರು

ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳವರು

ಸಂಸ್ಥಾನದ ಪಂಚಳ ಮತ್ತು ಗದಗ ಇವರ ಭಜಂಟಿಗರ ಅಪೇಕ್ಷೆಯಿಂದ —

ಜಾಹೀರಾತು.

ಈ ಮೂಲಕ ಸಮಸ್ತ ಜನಗಳಿಗೂ ತಿಳಿಸುವುದೇನಂದರೆ:—

ತಿಪ್ಪೂರು ತಾಲ್ಲೂಕು ನೊಣವಿನಕೆರೆ ಗ್ರಾಮದಲ್ಲಿ ಇರುವ ಮಾನ್ಯರಾದ ಮುಂಡರಗಿ ಭೀಮರಾಯರವರ ಸುತ್ತಮನೆಯಂದಿರೆಯಾಗಿ ಬಂದು ಹಾಲಿ ಸಮ್ಮತಿಕ್ಕು ಅಧೀನವಾಗಿರುವ ಮುಂಡರಗಿ ಭೀಮರಾಯರವರಿಂದ ಪಟ್ಟೆಸ್ಥಿರ ಮಾಡಿದ ಪಾಣಾಗಿ ನಾವು ತಾ|| 1-4-32ನೇ ಮುಕ್ತಾಂ ಜಾಹೀರಾತು ಪತ್ರ ಮೂಲಕ ಮೆ ಮುಫ್ತಿ ನಿರೂಪಿಸಲ್ಪಟ್ಟಿರುತ್ತೆ.

ನಮ್ಮವಕ್ಕದ ಮೇಲೆ ಯಾರ್ ಯಾರಾ ನಂಬುಗೆಯುಳ್ಳವರು ಈ ತಾ|| 25-6-32ನೇ ಮುಕ್ತಾಂ ಜಾಹೀರಾತು ತೊಲಿಸಿಕೊಳ್ಳುತ್ತಾರೆ. ಸದರಿ ಜಾಹೀರಾತಿನಲ್ಲಿ ನಮೂದಿಸಿದ 1, 2, 3, 4ನೇ ಪಟಂಗಳ ವಿಷಯದಲ್ಲಿ ನ್ಯಾಯವಾದ ಮೂಲ್ಯ ಕರಸ್ಪಾಂಡೆನ್ಸ್ ನಡೆಯುತ್ತಿರುವ ಬಾಬ್ತಿ ಪ್ರತ್ಯೇಕ ಪತ್ರ ಬರೆದು ತಿಳಿಸಲಾಗುವುದಿಲ್ಲ.

ಸದರಿಯವರ ಜಾಹೀರಾತಿನ ನಿನೇ ಪಟಂ ವಿಚಾರಣೆ ಮೇಲ್ಕಂಡ ನಂಬುಗೆಯುಳ್ಳ ಇವರು ನೋಡಿದ ಬರ್ಮನ ಜಾಹೀರಾತನ್ನು ಯಾರು ನಂಬುವಾರದು ಸದರಿ ನಂಬುಗೆಯುಳ್ಳವರಿಗೆ ಸೂಚನವಿದ ಕೆಲ ಮುದಲ ಸಮ್ಮತಿ ಮೂಲ ಪತ್ರ ಇರುವುದಿಲ್ಲ. ಇವರ ಬೆದರಿಕೆಗೆ ಪದರಿ ಇವರಲ್ಲಿ ಮತದ ಸಮಜಾಯಿಷಿ ಕೇಳಿ ಪತ್ರಿಕಾ ಕಾಗದ ಪತ್ರಗಳು ರಾಜಕೀಯಗಳು ಸದರಿಯವರ ಸ್ವೀ ಮೂಲ್ಯ ಪಡೆಯಬಾರದು. ಹಾಗೆ ಕೆಪಸರು ನಮ್ಮ ನಷ್ಟಗಳಿಗೆಲ್ಲಾ ಸುಯೋಗವೇಕಾಗುತ್ತೆ ತಿಳಿಯುವುದು.

ಮುಕ್ತಾಂ,
"ಶ್ರೀ" ಜ|| ತೋಂ|| ಸಂ|| ಚ್ಯಾಂಚ್ಯೂ,
"ಶ್ರೀ" ಕಾ|| ಮಠ ನೊಣವಿನಕೆರೆ.

ಮೆಂ. ಗಂಗಾಧರಯ್ಯ
ಭಜಂಟಿ

ಹಾರೀಬು ಕ · ಪ್ರ—೬೬ ರಷ್ಟು

ವಿಜಾಪುರ ವೈಭವ ಪ್ರೆಸ್, ಪು| ೧೦೦೦, 4-6 1932

Shrimanmaharaja Niranjana Jagadguru

Jontada Mahaswamigal.

Sansthan Math Dambal & Gadag.

191

ORDER.

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11/

1. [illegible]

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Plaintiff

-vs-

[illegible]

[illegible] explain

[illegible]

(1) The Mandapeshwar of the Hill Temple (Jagadguru) of the Hindu religion. Subject to his jurisdiction there are many branch Maths in the Presidency of Bombay and Madras, in the Baharwadhara state and in the Nizam's territories.

(2) By virtue of their office as Jagadguru, the Pontiff and his predecessors have from very ancient times the right of being carried in procession by their devotees, in cross-Alangudi with 'Panch Kalashas' and all the 'Paraphernalia', through the Public streets, in the place of their residence as well as when they are on tour. These processions regularly take place in

Mundargi the place of their residence, ~~twice~~ twice

every year ~~on two days~~ on two days on the 10th and 11th days of the

bright half of the lunar month Vaishak, and ~~two days~~ on two days, being

the last Monday and Thursday in the Month of

Shrawan ~~(two days)~~, on the Vijaya Dasami day in the month of Ashwin, and at the beginning of the month of Margashirsha. At other times they take place when the devotees take the Mauleshi to their houses for 'Padu puja' washing his feet. When the Mauleshi goes on tour, ~~y~~ take place, at the time of the Mauleshi entering villages and when he is taken by his devotees to their houses for washing his feet. The routes of the processions in the months of Vaishak, Shrawan, Ashwin and Margashirsha are described in a schedule.

Note: This is subsequently added.

(3) In accordance with the ancient customs the Ada-palaki (cross-palanquin) procession of the Mauleshi together with 'Panch Kalasha' and all the 'Bindavalis' (for the Ada-palaki procession can not take place without 'Panch Kalasha' and all 'Bindavalis') was to come off

on the last Monday of the Lunar month Shravana of the Shaka year 1834 the defendant No 1 being antagonist of the plaintiff, ~~antagonistic to the Pltff~~), could not bear to see the use of the plaintiff's ancestral right of the plaintiff, ~~cause~~ instigated the defendant No 1 one of his followers, to make an application to the 2nd class magistrate at Mundargi on the 6th of September 1912, falsely alleging that there would be a breach of the peace, if the plaintiff's Dola / procession were to take place. And similarly he caused all the defendants to ~~then~~ make another application to the Sub-divisional magistrate Gadag for, there being an enquiry, the sub-divisional magistrate stopped the procession of the plaintiff, on the 9th September 1912. The procession was to take place on the 9th and 10th of September 1912 A.D.

(4) The appeals from the order the Sub divisional magistrate, made to the District magistrate

and the Government of Bombay have failed and the Plaintiffs Rath-Yatra procession ~~have~~ stopped.

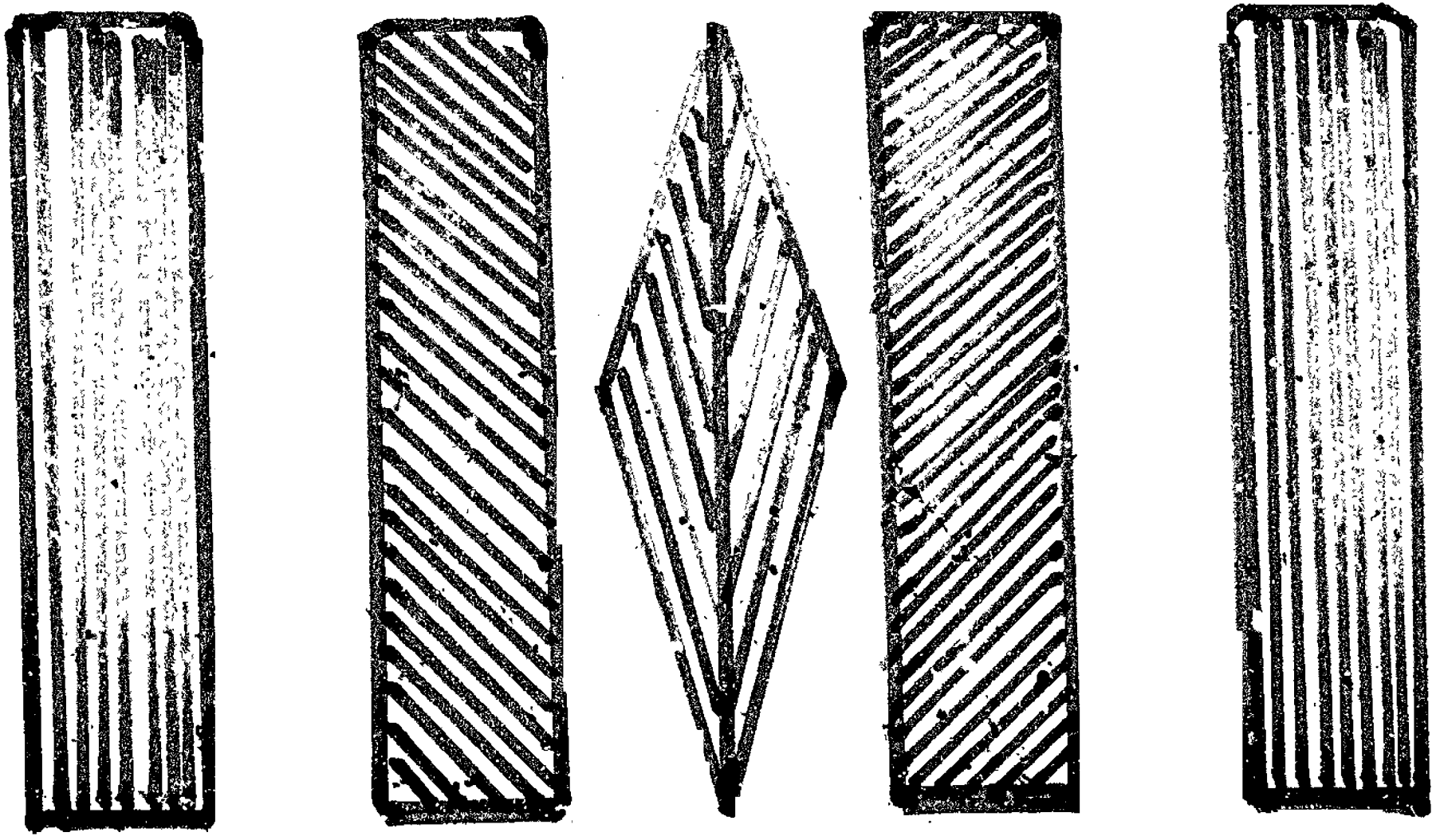
(5) ~~The~~ The defendants ~~have~~ obstructed the procession ~~by false complaints to the authorities~~ by making false allegations & obtaining prohibitory orders, ~~by false complaints to the authorities~~ in derogation of ~~allegations to the authorities contrary to~~ the inherent right of the Plaintiffs of being carried in an Rath-Yatra procession ~~by~~ through public streets by his devotees, Hence ~~Therefore~~ the cause of action arose on the 18th December 1913. Because that is the date on which the final order of the Government was passed. As the cause of action arose within the jurisdiction of this Court the suit is properly laid (in this court).

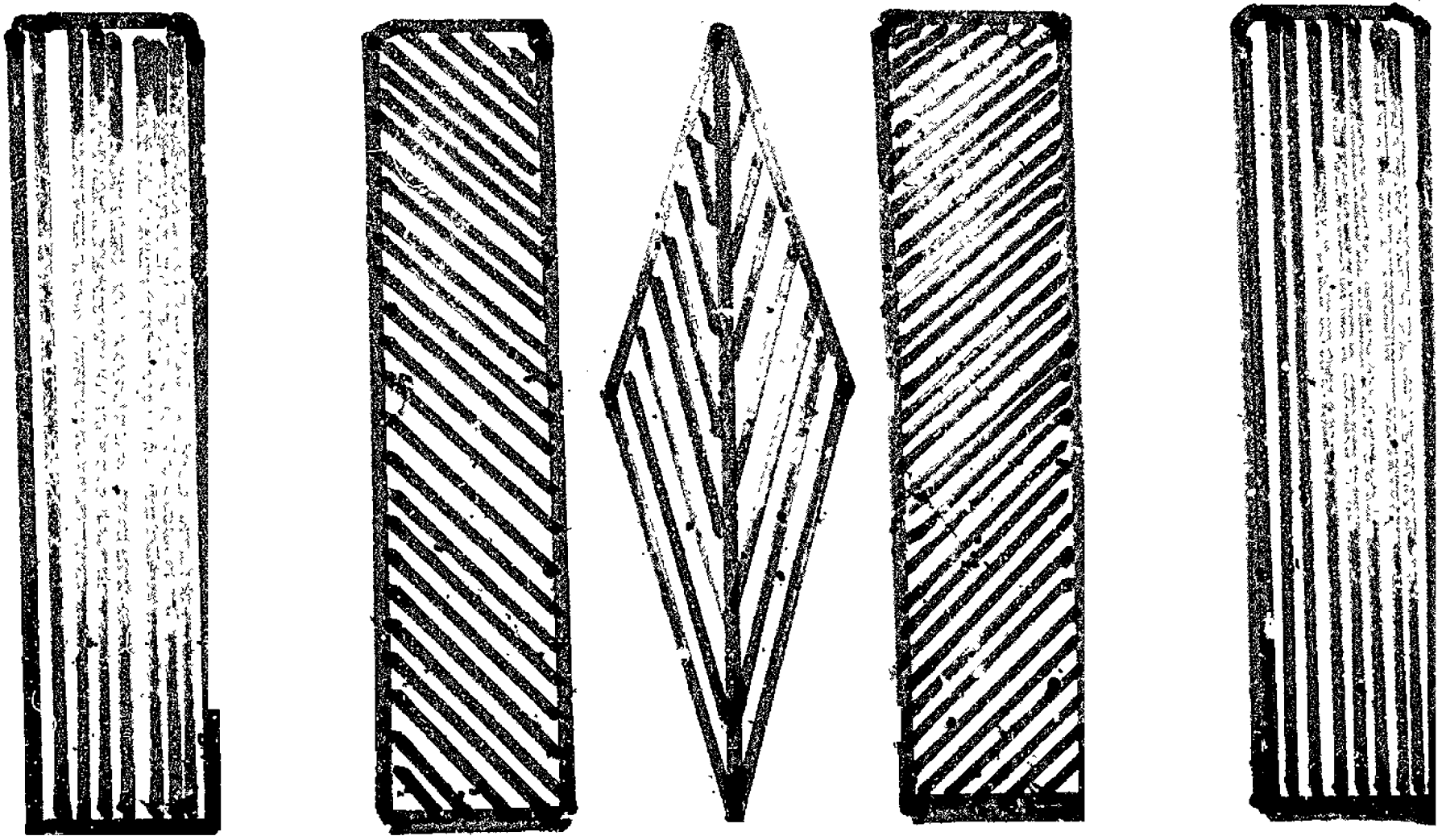
(6) Valuation & Court fee

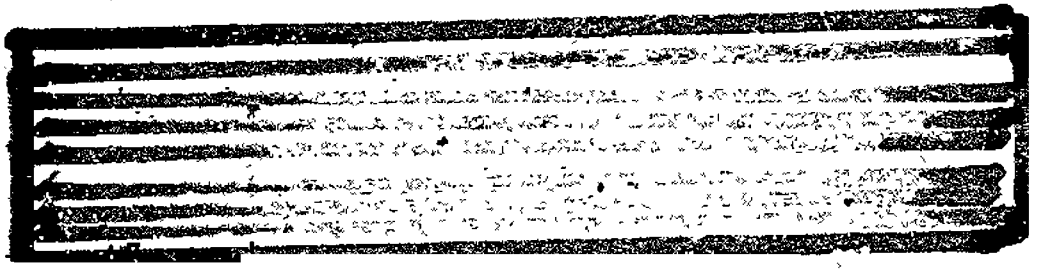
(7) Therefore the Plaintiff prays:-

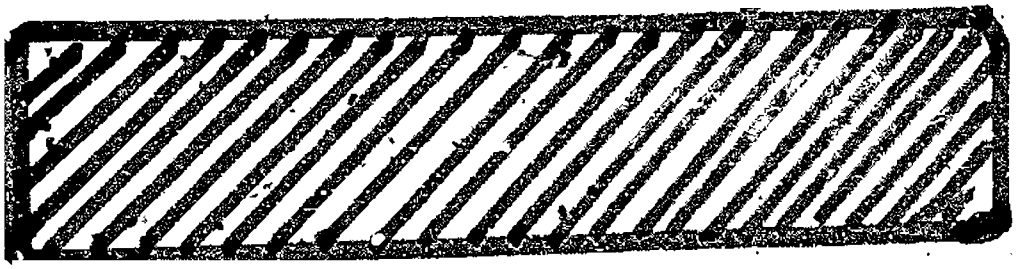
if may be declared That

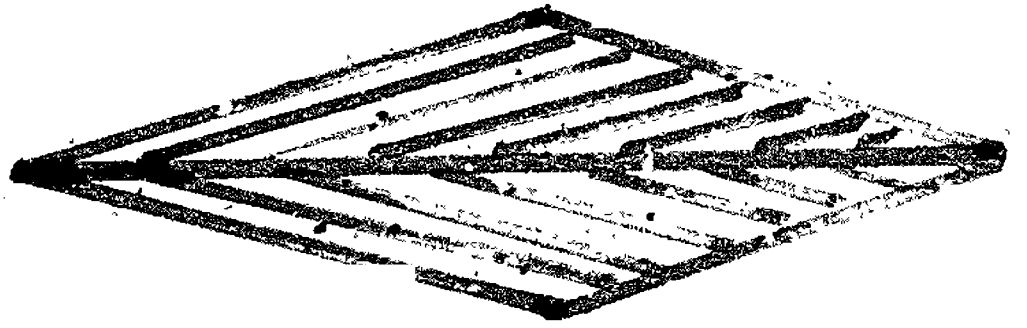
⇒ That the Plaintiff has the right of being carried by his devotees in procession ~~by his devotees~~, in a cross-Lalangulin (Rathyatra), accompanied by 'Panch Kalash' and all 'Bimolanath' through the public streets of Bhubaneswar and other places where Plaintiffs' devotees reside

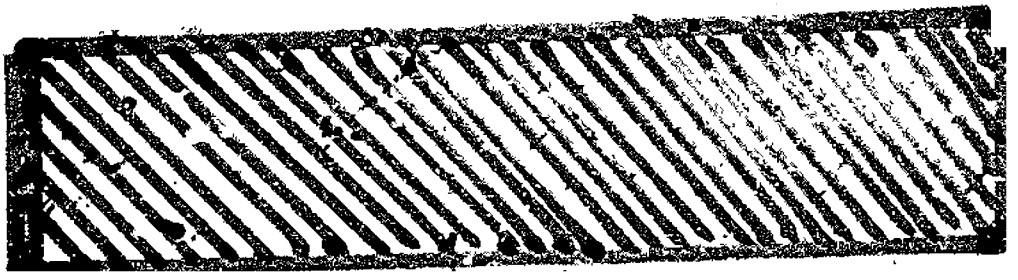


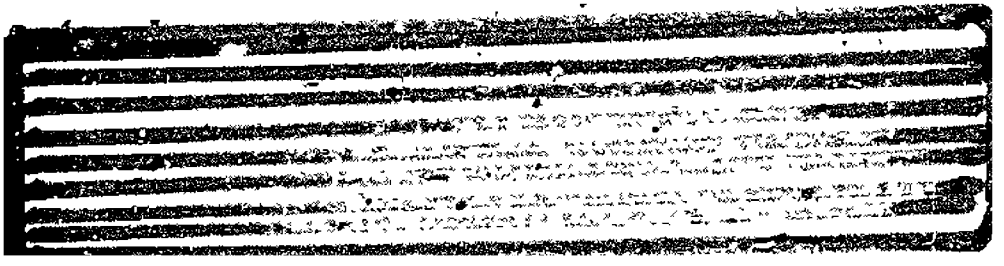


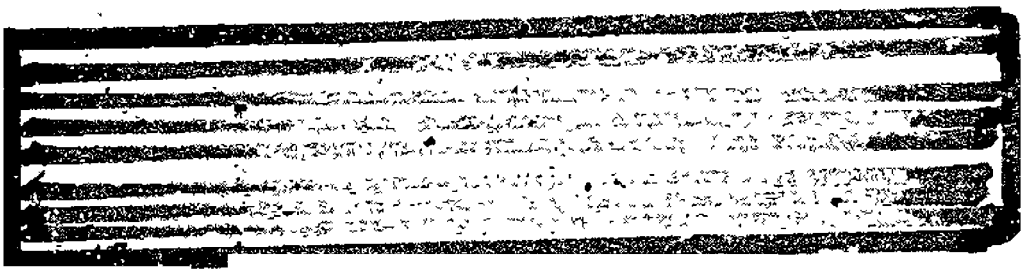


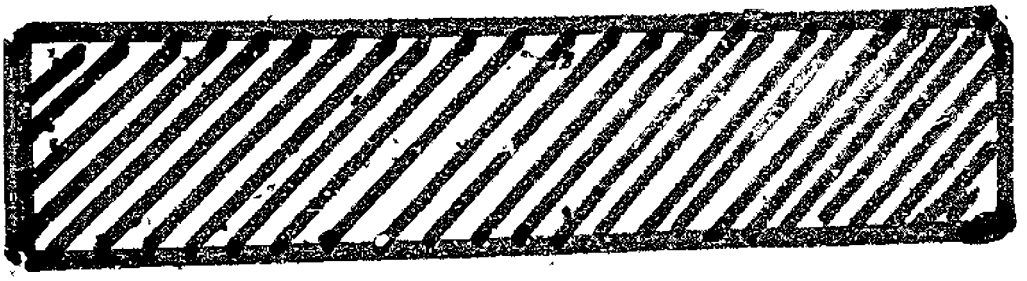


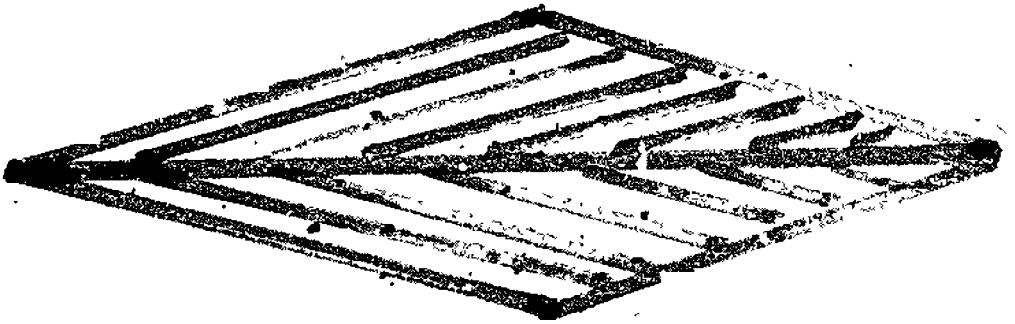


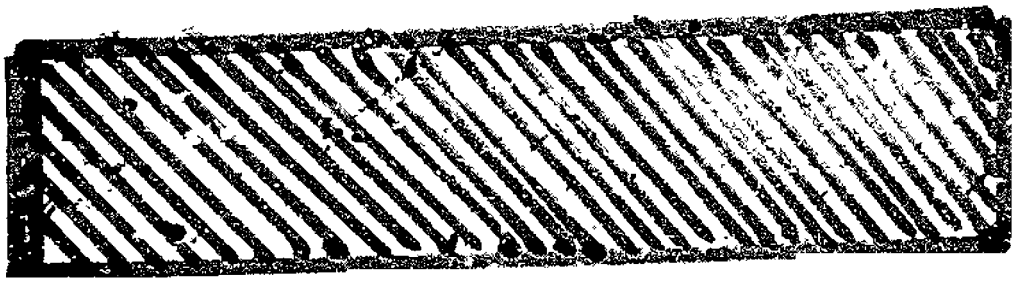


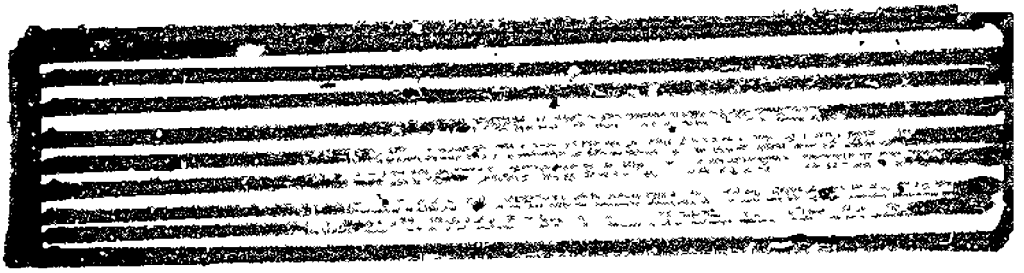












THREE ANNAS

ಮೂರು ಆಣೆ

(A 1942
14-10-33.

In the Court of the District Judge, Bangalore.

Bangalore, Dated 9-10-1933.

Present. A. S. R. Chari, Esq., B. A., B. L.,
District Judge.

Original suit No. 49 of 1931-32.

Petitioner. (Plaintiff.) S. L. Manjundappa son of Linga-Settappa Agent Sri Karibasavaswami Mutt, Nonavinakere Tiptur Taluk.

Opponent. (Defendant) Jagadguru Thotadaraya, Mahasamigal by Agent M. Gangadharaya under power of attorney.

Application under Section 61 of the probate and Administration Regulation by the plaintiff praying that he as Executor may be granted probate of the will dated 5-9-1933 of Sri Kari Vrishabha Desikendra Swami alias Sri Karibasawaswami of Sri Kada Siddeswaraswami Mutt, Nonavinakere.

401

Mr. H.V. Non appearance

2-2-34 Returned 2 of 6.36

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THREE ANNAS
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This was originally filed on 9-12-1931 in Mis. 104/31-32 and ordered to be registered as original suit on 7-6-1932 as the matter became contested.

The suit came on for settlement of issues on 15-6-1932 and the following issues were framed.

(1) Whether the document in question is a will in respect of which probate can be granted. (2) Whether it is genuine. (3) Whether the testator had a sound and disposing mind at the time of the will ~~xx~~ was executed.

The suit came on for hearing on several dates and finally came on for arguments on 22-9-33.

The lists of witnesses examined and the Exhibits marked in the case are separately filed.

Judgment.

In Miscellaneous ~~case~~ No. 104 of 1931-1932, the plaintiff

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THREE ANNAS
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who was the petitioner applied for the grant of probate of a will said to have been executed by one Sri Karibasava Swami of the Sree Kadasiddeswaraswami Mutt at Nonavinakere, Tiptur Taluk. The defendant having contested the grant of probate, the application was registered as a regular suit.

The plaintiff's case is as follows:- The testator Sree Karivrushaha Desikendra Swami alias Sri Karibasava Swami of Sree Kadasiddeswaraswami Mutt situated at Nonavinakere, Tiptur Taluk, died on 11-7-1931, that prior to his death ie., on 5-7-1931 while of sound and disposing mind he executed a will and got the same registered on 7-7-1931. The plaintiff who is the executor named in the will seeks for the grant of probate on the will.

The defendant put the plaintiff to strict proof of the

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execution of the alleged will by the testator and added that the deceased testator never intended to make any will nor had he a sound and disposing mind for nearly a month before his death. The defendant also pleaded that the so called will is the out-come of fraud on the part of the plaintiff who was the Agent of the Mutt, who took undue advantage of the weak state of mind in which the deceased was just before his death and used undue influence in getting up a document for the benefit of himself and the attestors who were his creatures. The document even if genuine was not executed by the deceased out of free consent but was vitiated on account of undue influence of the plaintiff.

The deceased had no independent advise in the preparation of the so called will and it was therefore not valid.

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It is also contended that the Sri Karibasavaswami Mutt at Nonavinakere is a branch of Thotadarya Mahaswami Mutt at Gadag and that therefore the deceased testator had no power to dispose of the properties by will or t appoint a successor thereunder without the express aut of the parent Mutt at Gadag. The alleged will is not valid and operative. It was not a will at all but really a power of attorney authorising the plaintiff to be appointed an agent after the death of the deceased.

The 1st issue is whether the document in question is a will in respect of which probate can be granted. Exhibit A is the will in question. The description given in the body of Exhibit A is that it is a ಶಿಲಾಶಾಸನ There is no special form prescribed for wills under the Probate and Admistration Regulation (Regulation No. 1 VI of 1914)

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Under the said Regulation 6(a) will is defined as "the will legal declaration of the intentions of the testator with respect to his property, which he desires to be carried into effect after his death." A perusal of Exhibit A shows that it can well come under the definition of a will under the said Regulation. Exhibit A cannot be said to be merely a power of attorney authorising the agent Nanjundappa to be appointed as an agent after the testator's death. Exhibit A also contains other bequests. My finding on the Ist issue is that the document in question is a will in respect of which probate can be granted.

It was contended by the defendant that the deceased testator had no right to dispose of the properties in question under a will. This is not a matter which can

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be gone into in these proceedings. In ± 24 Mysore Chief Court Reports page 286 it was heldit is not the province of the Court exercising the jurisdiction conferred by Regulation VI of 1914 to decide questions as to the testator's right to the ownership of the property dealt with by the will. The only questions to be considered in granting or refusing probate are whether the will is genuine and whether the testator had a sound and disposing mind at the time of the execution of the will. These questions form the subject matter of the 2nd and 3rd issues which will be considered next. Generally speaking the onus probandi lies on every case upon the party propounding a will; and he must satisfy the conscience of the Court that the instrument so propounded is the last will of a free and capable testator. (A.I.R. Bom. 228), 1927

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more especially if the testator was old and ill at the time of his death and the propounder received the largest share of benefit under the will. (A. I. R. 1932 Cal. 574). In I. L. R. XXXVIII Calcutta, privy Council, 355 it was held that in order to set aside a will, there must be clear evidence that the undue influence was in fact exercised, or that the illness of the testator so affected his mental faculties as to make them unequal to the task of disposing his property. In XXXVI Allahabad 93 it was observed that in the case of a will, reasonable, natural, and proper in its terms, it is not in accordance with sound rules of construction to apply to it those canons which demand a rigorous scrutiny of documents of which the opposite can be said, namely that they are unnatural, unreasonable or tinged with impropriety and that the

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will was in every respect a natural one, and in accordance with the testator's feelings and tenor of life, and the presumptions of law were in favour of its being maintained. The plaintiff has examined several witnesses in support of his case. The most important witness on his behalf is P. W. 2 the Sub Registrar who registered the wil He says that the testator signed Exhibit A in his presence and the testator was perefectly sound in his mind at the time he signed the will. He says that the testator was sitting in his room in the upstairs on a platform at that time. There is no reason to disbelieve the evidence of P. W. 2 who is a public Officer and a disi terested witness. It is the defendant's case that for nearly a month or so prior to his death the deceased unsound mind and the evidence of some of his witnesse

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is to the effect that he had lost ~~xxxxx~~ consciousness about 8 or 10 days prior to his death. The evidence of P. W. 2 disproves the case set up by the defendant. Another important witness examined by the plaintiff is P. W. 4, the Sub Assistant Surgeon who was treating the deceased. He says that on 10-7-1931 the deceased died the next day-- he saw the deceased who was suffering from the same complaint viz., asthma and heart disease in addition to influenza. P. W. 4 also says that the deceased told him that the cough was troubling him most, that he felt restless and wanted some treatment in the form of powder by mouth as he did not like injections. If the evidence of P. W. 4 is to be believed and I see no reas to disbelieve it, the requests made by the deceased in respect of his treatment shows that he must have been

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of sound mind other wise it would not have been possible for him to differentiate and between prefer treatment by mouth instead of injections. P. W. 4 adds that the testator's mental condition was allright when he saw him and that he heard he died the next day. P. W. 4 also says that at the time he saw him on 10-7-1931 the testator was on the upstairs, sitting leaning on a table and that he was lying on bed. The evidence of P.Ws. 2 and 4 who are public Officers is entitled to carry weight in coming to a conclusion that the testator was of sound mind at the time he executed the will.

As regards the genuiness of Exhibit A in addition to the evidence of the Sub Registrar P. W. 2 there is also the evidence of the patel P. W. 1 who has attested it and who identified the executant before the Sub Registrar.

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P. W. 1 also says that the testator was in sound health and mind at the time he executed the will though he was ailing from Asthma. No doubt P. W. 1 is a debtor of the Mutt but he is not the only person and there are a large number of other people also who have borrowed money from the Mutt. P. W. 3 is another attestor of the will. He also says that the testator was of sound mind at the time he executed the will. He says that the testator gave out the principal features of the will and that the plaintiff wrote them in the will, and that the testator wanted some properties to be given to his brother's sons. P. W. 3 also benefitted under the will to a trivial extent viz., Rs. 100/ P. Ws. 5 and 6 say that the deceased sent for them and told them about his intention to execute a will and appoint a successor. The plaintiff

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himself is benefitted under the will admittedly to the extent of Rs. 3,000/ This cannot be said to be a very large amount having regard to the value of the property and the fact that the plaintiff has been working as an Agent of the Mutt for nearly 20 years.

On the other hand the defendant has examined some witnesses who themselves are attestors of the will Exhibit A. D. W. 1 says that he attested the will on the ground floor of the Mutt while Swami was on the upstairs and adds that the deceased had lost consciousness for about 8 or 10 days prior to his death, that he did not execute any will or sign it in his presence, that he merely attested it because plaintiff told him that unless he did so, parties from Gadag would come and take possession of the Mutt. D. Ws 2 and 3 are other attestors of the will

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and they also state the same thing. It is somewhat surprising and rather unlikely that these witnesses would have attested a solemn document like a will not being sure of its having been executed by the testator. The statements of these witnesses are inconsistent with their conduct in attesting the will(Cf. case reported in 2 Mys. Law Journal Reports, Bangalore and Coorg Section, Privy Council, page 1) and I am unable to believe them. In connection with the will a meeting was held. (Vide Exhibit B). D. W. 1 appears to have signed it though he denies his signature ~~xxxxx~~ but admits it looks like his. D. W. 3 has also signed Exhibit B (Vide Exhibit B. 4) and D. W. 4 has also signed it (Exhibit B. 5). D. W. 5 who is the Agent of the defendant has himself signed Exhibit B. He says that he signed the resolution because

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others did so which is not a very probable statement. I am of opinion that the evidence adduced on behalf of the plaintiff is distinctly superior to the evidence adduced on behalf of the defendant. The plaintiff has proved not only that the will is genuine but the testator at the time the will was executed was of sound disposing mind. My findings on issues Nos. 2 and 3 are that the will is genuine and that the testator had a sound and disposing mind at the time he executed the will. In the result I direct the grant of a probate with the will annexed as prayed for. The defendant will pay the plaintiff(s costs in the suit.

(Signed) A. S. R. Chari.

Pronounced in open Court.

(Signed) A. S. R. Chari.
9/10/33. Dt Judge.

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In the Court of the District Judge. Bangalore.

Original Suit No. 49 of 1931-1932.

T. L. Nanjundappa — Petitioner. Plaintiff.

Gangadharaya — Opponent. Defendant.

Memo of costs.

	For Petitioner. Plaintiff.	For Opponent. Defendant
Stamp on application.	0-12-0	2-4-0
Do vakalath filed in Mis. Case.	0- 8-0	0-8-0
Do processes.	3- 2-0	5-10-0
Batta to witnesses.	36- 0-0	22-10-0
Lawyer's fee.	~~850- 0-0~~ ~~890-6-0~~ 90-6-0	~~850- 0-0~~ ~~881- 0-0~~ 81-0-0

Costs payable by the defendant to the plaintiff is Rs. 90-6-0 ~~890-6-0~~ only. (Rupees ~~eight hundred and ninety and annas Six only~~ ninety and annas Six only)

Decreed as per Court order dated 2.8.33 of 35.

(Signed) A. S. R. Chari.
Dt Judge.

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In the Court of the District Judge, Bangalore.

Original case No. 49 of 1971-1932.

Petitioner. Plaintiff.	VS	Opponent.
S. L. Nanjundappa.		M. Gangadaraya.

The following witnesses were examined for the plaintiff.

For the petitioner Plaintiff. (1) Doddalinga Naika.

(2) M. Lakshimnarasimha Setty. (3) Adiviappa. (4) A. N.

Sreenivasa Rao. (5) Huchappa Setty. (6) Adaviswamigalu-

(7) S. L. Nanjundappa.

For the opponent. Defendant. (1) Karibasavaya. (2) Rachappa.

(3) Chennabasappa Setty. (4) Chennappa Setty. (5) Yle

Marulappa Setty. (6) Chamallaya Setty. (7) Basavalinga Setty.

(8) Teerthappa. (9) M. Gangadhariah.

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In the Court of the District Judge, Bangalore Division.

Original Suit No. 49 of 1931-1932.

Plaintiff.	VS	Defendant.
S. L. Nanjundappa.		Gangadhariah.

List of documents admitted in evidence for the plaintiff.

Exhibit A.	Will	15-7-1932.
Exhibit B.	proceedings of the Meeting.	6-1-33.
Exhibit B (1) to B (3)	Signatures on Exhibit B.	28-2-1933.
Exhibit C.	Receipt executed by D. W. I.	28-2-33.
Exhibit D.	Receipt executed by D. W. 1's brother.	Do.
Exhibit E.	Certified copy of assignment deed.	Do.
Exhibit F.	Receipt by D. W. 3 in favour of plaintiff	Do.
Exhibit G and G (1)	Signatures of D. W. 7 taken in Court.	1-4-33.

(Signed) A. S. R. Chari.
Dt Judge.

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In the Court of the District Judge, Bangalore.

Original case No. 49 of 1931-1932.

Petitioner. Plaintiff.	VS	Opponent.
S. L. Nanjundappa.		M. Gangadaraya.

The following witnesses were examined for the plaintiff.

For the petitioner Plaintiff. (1) Doddalinga Naika.

(2) M. Lakshimnaresimha Setty. (3) Adiviappa. (4) A. N.

Sreenivasa Rao. (5) Huchappa Setty. (6) Adaviswamigalu-

(7) S. L. Nanjundappa.

For the opponent. Defendant. (1) Karibasavava. (2) Rachappa.

(3) Chennabasappa Setty. (4) Chennappa Setty. (5) Yle

Marulappa Setty. (6) Channabasa Setty. (7) Basavalinga Setty.

(8) Teerthappe. (9) M. Gangadhariah.

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17/10/33	17/10/33	M. S. Nanjundaiah	H. Annaiah

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In the Court of the District Judge, Bangalore Division.

Original Suit No. 49 of 1931-1932.

Plaintiff.	VS	Defendant.
S. L. Nanjundappa.		Gangadhariah.

List of documents admitted in evidence for the plaintiff.

Exhibit A.	Will	15-7-1932.
Exhibit B.	proceedings of the Meeting.	6-1-33.
Exhibit B (1) to B (3)	Signatures on Exhibit B.	28-2-1933.
Exhibit C.	Receipt executed by D. W. I.	28-2-33.
Exhibit D.	Receipt executed by D. W. 1's brother.	Do.
Exhibit F.	Certified copy of assignment deed.	Do.
Exhibit F.	Receipt by D. W. 3 in favour of plaintiff	Do.
Exhibit G and G (1)	Signatures of D. W. 7 taken in Court.	1-4-33.

(Signed) A. S. R. Chari.
Et Judge.

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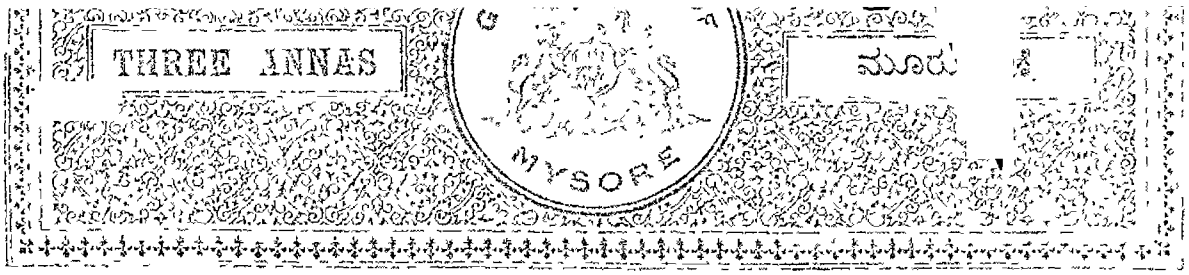

In the Court of the District Judge, at Bangalore.

Original Suit No. 49 of 1931-1932.

S. L. Nanjundiah. VS M. Gangadhariah.

Plaintiff. Defendant.

List of documents admitted in evidence for the defendant.

Exhibit I.	Letter dated 11-9-31.	6-1-33.
Exhibit II.	Letter dated 23-11-1931.	Do.
Do II (a) B)	Signatures on Exhibit II	1-4-33.

(Signed) A. S. R. Cheri.
Dt Judge.

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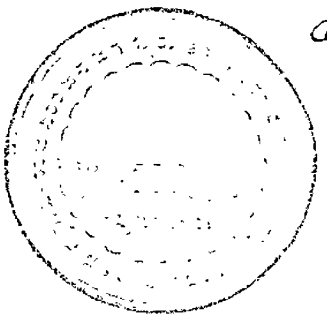

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C.R. 294 - 1932 - Pages 16

In the Court of the Subordinate Judge at Bangalore.

Original Suit No 29 of 1931-32

Plaintiff Sri V. Srinivasa Iyengar by agent Rangaswamy Iyengar

Defendant - Sri K. Venkataraya Mudaliar by agent Rangaswamy Iyengar

District Court Bangalore

O.S. No. 44 of 31-32

Exhibit A produced by Plaintiff and proved by P.W. 1 on 29.1.32 A.S.A. 15.7.32

This document consists of three sheets

First sheet of document No. 2 of 1931-32

Book No. III Vol. No. 1 7.7.31 Sd/- S.A.

O.S. 165 of 29 30 Returned Second

Additional Munsiff Court Bangalore 7/10/31

Sd/-

O.S. 104 of 1931-32

District Court Bangalore

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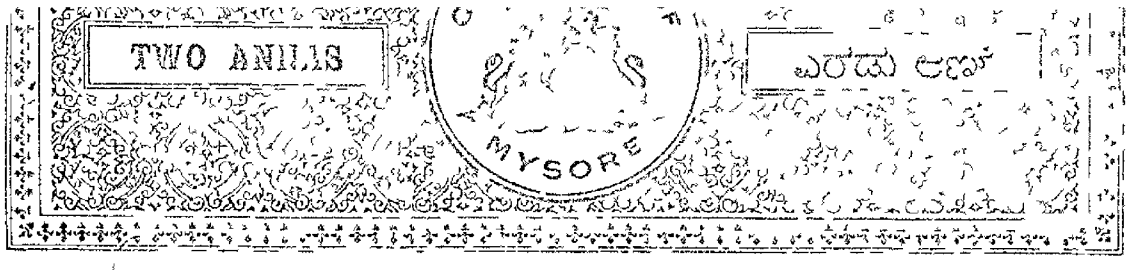
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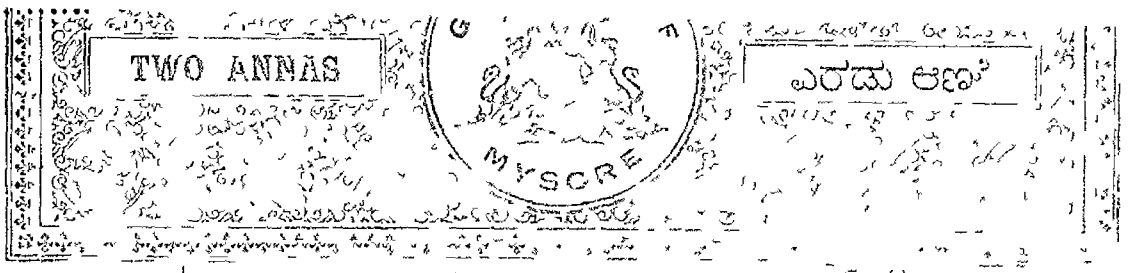
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sd/ M. Lakshmi Narasimha setty, Sub Registrar

Registered as No. 2 of Book III vol II

pages 199 to 209 fee paid Rupees twenty eight only inclusive of private attendance fee of Rupees two only

3420

sd/ M. Lakshmi narasimha setty, Sub Registrar.

15-7-31.

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Head Record Keeper

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Mr. H. M. Macaynes Rec

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THREE ANNAS MYSORE

10/8

IN THE COURT OF THE DISTRICT JUDGE, AT BANGALORE.

C.R. 1664/4-8-32

Original Suit Number 49 of 1931-32.

Mr. H.V. Narayana Rao

Plaintiff. Sri Karibasava Swamy Mutt Agent Manjundappa.

Defendant. Thotadaraya Maha Swamy Mutt Agent Gangadharaiya.

1-13-4.

Deposition of Doddalinga Naika. 1st Witness for Plff.

1tollsheets 5sheets retd.

Father's name is. Chikkalinga Naika. Age 38. Caste. Naik. Occupation Patel. Residence. Honavinkere, Tiptur Taluk.

On Solemn Affirmation.

Chief:- I knew Sri Kari Basava Swami of Honavinkere Mutt. I know of his executing a Will. I have attested that Will. The Will is Exhibit A and I have attested it. Exhibit A was written by S.R. Manjundappa I.e. the plaintiff. The Will was written to the dictation of the Swamigala. (testator). The testator was at that time in sound health and mind. He died about Six days after the execution of the Will. He died of Asthma. He was ailing for about 15 days prior

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to the date of the execution of the Will. Except for the asthma the testator had no other sickness. One Adaviappa was nursing the testator during his illness. The local Doctor was giving the testator medicines during his sickness. I was present when Exhibit A was registered. I identified the executant testator before the Sub Registrar at the time of the execution of the Will. The Sub Registrar attended the testator's residence for registering the Will. The testator sent for me to come when the registration of the Will was effected.

Cross Examination:-When I went I saw Exhibit A beginning to be written. No draft of the Will was prepared. The deceased testator had told me 8 days previously that a Will had to be written by him. No one was present when the testator told this. Exhibit A was written about 1 P.M. It was written

Counter P.W.2

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in the Mutt. When I went there I saw the testator's brother's sons three in number. These were Siddappa, Thammayya,alias Karibasayya and Rachappa. Adaviappa was also present, as also Hindupur Chennappa. Chennappa's mother Gowramma was also present. The writing of Exhibit A was completed by about 3 P.M.. Siddappa attested Exhibit A. I also attested Exhibit A. Hinhupur Chennappa also attested the Will Exhibit A. Plaintiff first of all asked the testator what were his intentions and went on embodying the testator's intentions in the Will one by one as the testator dictated. Adaviappa is a native of Nimbehalli but for the past 3 or 4 years he has been living at Honavinkere. The testator wanted Rupees 100/- to be -- provided for in the Will for payment to Adaviappa. I owe Rupees 450/- to the Mutt. Plaintiff has been the agent of the Mutt since 20 days to my knowledge. Plaintiff was carrying out the dictations of the Swamigalu (testator) and not Vice

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Versa. The testator had great confidence in the plaintiff. The testator used to consult the plaintiff, Hutchappa and others. I do not know if the testator sent for Hutchappa and consulted him before writing the Will. I do not know if the test consulted Mr. Basappa, Manager of the Bank of Mysore at Tipturbefore executing the Will. The Sub Registrar came about 12 noon. I don't know who brought him. The testator used to get attacks of Asthma once in Six months or a year. I do not know if the testator was suffering from dropsy. I had seen the testator 8 days prior to the execution of the Will Ex. A. The testator wanted Rupees 3000/- to be bequeathed to the plaintiff. The testator wanted some amounts to be bequeathed to Siddappa and Rachappa under the Will. Thammiah has also been bequeathed something under the Will but I don't know how much it is. I don't remember if any amount has to be bequeathed to Chennappa. There are more than 5 or 6 literate

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THREE ANNAS

GOVERNMENT OF MYSORE

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persons in my Village. There are about 700 households in the Village. The testator was sitting on a chair at the time of Exhibit A was written. The testator was sitting on a chair when the Sub Registrar came.

Re:- The Mutt has lent money to a large number of persons besides myself. I do not know when the Sub Registrar came. He was already there when I went.

Read Over and admitted correct.

Signed/- A. Sreenivasaragavachari,

District Judge. 15/7/32. 731

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THREE ANNAS
GOVT OF MYSORE
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IN THE COURT OF THE DISTRICT JUDGE, AT BANGALORE.

Original Suit Number 49 of 1931-32.

Plaintiff. Sri Kari Basava Swami Mutt Agent Nanjundapra.

Defendant. Thotadaraya Maha Swami Mutt Agent Gangadharaiya.

Deposition of M. Lakshmi Narasimha Setty, 2nd Witness. Father's name. Muddiah Setty. Age 32. Caste. Vaisya. Occupation. Sub Registrar. Residence. Kadur.

On Solemn Affirmation.

Chief:- In July 1931 I was Sub Registrar at Tiptur. I had seen the late Karibasavaswami of Honavinkere Mutt. I know of a Will executed by him. Exhibit A is the document I have registered. The executant of Exhibit A in my presence. registered Exhibit A in the Mutt in which the testator resided. The testator was perfectly sound mind in his mind at the time Exhibit A was signed by him.

Cross Examination:- I have been a Sub Registrar for the past

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nine years. I don't remember who presented the application for my private attendance to register the document. Plaintiff was present when I registered the Will. I went to the Mutt near Honavinkere about 11-30 or 12 A.M. noon. I don't remember who were all present when I registered Exhibit A. I did not ask the testator what he was suffering from. It took me about ½ hour or ¾ hour to register Exhibit A. The testator was sitting in his room in the upstairs on a platform. The Patel of Honavinkere identified the executant of Exhibit A at the time of registration. Re:- Nil.

Read Over and admitted correct.

Signed/- A. Srinivasaragavachari,
District Judge. 15-7-32.

Further Examination on Solemn affirmation by Plaintiff.

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I read over Exhibit A before registering it. It was a lengthy document.

"True Copy" Read over and admitted correct.
Sd/- A. Srinivasaragavachari,
District Judge. 15-7-32.

Head Record Keeper.

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GOVERNMENT OF MYSORE

IN THE COURT OF THE DISTRICT JUIGE, AT BANGALORE.

Original Suit Number 49 of 1931-32.

Plaintiff. Sri Karibasava Swami Matt Agent Manjundappa.

Defendant. Thotadaraya Maha Swami Matt Agent Gangadharaiya.

Deposition of Adaviappa, 3rd Witness for Plaintiff.

Father's name is. Mallayyanavaru. Age 54. Caste. Veerasaiva.
Occupation. Sisyarjane and Agriculture. Residence. Hona-
Vinkere, Tiptur Taluk.

On Solemn Affirmation.

Chief:- I knew the deceased testator. I know about his executing a Will. I have attested Exhibit A which is the Will executed by him. The Will was written under the directions of the testator. The testator has signed the Will Exhibit A. The Testator was of sound mind at the time he executed the Will Exhibit A. He died about Six days after the Will was executed. He died of asthma. He was ailing for about 15 days prior to

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the date of Exhibit A. At that time I was in the Mutt, nursing the testator. I was present in the Mutt on the day the testator died. He died about 4 P.M. On the day he died the testator was able to walk about. He walked round his room for a few ~~minutes~~ moments and sat down talking. About five minutes after that he died.

Cross Examination:- The testator died on a Saturday. The next day after the registration of Exhibit A the testator came down from the upstairs and had an oil bath. I applied the oil to him. There are 3 or 4 servants in the Mutt. There are two women cooks. The testator was a stout person. He was not suffering from dropsy. The testator's brother's sons three in number Siddappa, Rachappa and Karibasappa were living in the Mutt. Karibasappa is living in Vigna Sante since 2 or 3 years. Rachappa used to go out to have the lands cultivated. There was misunderstanding between Siddappa and the testator

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and Siddappa was not going to the testator or speaking to him. I was constantly in attendance upon the testator -- during the 15 days he was ailing. The testator did not discuss with me the will during this period. He did not discuss with anybody else the will during this period. The Honavinkere Doctor used to come to the Matt and give medicines to the testator. Exhibit A was written on the upstairs in the room in which the testator was living. I was in the room near the testator the whole time it took to write the will. Siddappa, Kachappa, Karibasappa and Pindapur Chennappa were present when the Will was written. Myself and Tod Linga Naika P.W.1 were also present then. The testator gave out the principal features of the Will and plaintiff wrote them in the Will. The testator wanted some properties to be -- given to his brother's sons. He also wanted some money to be given to them. Rupees 1000/- to Siddappa and Rs 500/-

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to Rachappa. Plaintiff was to be bequeathed Rupees 3000/- for his services and about Rupees 600/- to be given to -- Chonnappa's mother Gowramma. I had to be bequeathed Rs 100/- Plaintiff paid me this sum of Rupees 100/- during about -- 7 or 8 months. I have received this sum of Rupees 100/- in instalments of ten or twenty Rupees. The testator used to get the some illness i.e. Asthma once in six months or one year. I attended upon him during his previous illness. I am not aware of outsiders attending upon the testator during his illness. The testator was 65 or 70 years of age when he died. The writing of Exhibit A was commenced about 11 or 12 P.M. Re:- Nil.

Read over and admitted correct.

Signed:- A. Srinivasaragavachari,
District Judge. 15/7/32.

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29/5

IN THE COURT OF THE DISTRICT JUDGE BANGALORE. 7277

Original Suit No. 49 of 31-32.

Mr. H.V. Narayana Rao.

Plaintiff. Defendant.

Agent Nanjundappa. Agent Gangadharayya.

Deposition of A.N. Sreenivasa Rao, 4th witness for plaintiff.

Father's name A. Paranappa. Age 32. Caste Brahman. Occupation Sub Assistant Surgeon. Residence Honavinkere, Tiptur, Tk.

ON SOLEMN AFFIRMATION.

CHIEF:- I knew the late Karibasavaswami of Honavinkere Matt. I was called in to see him in the month of May 1931. He was suffering from Asthma and heart disease. His mental powers were allright. I treated him for asthma and heart disease and gave him injection. The patient showed signs of improvement. I remember Yajman Huchappa. I remember being called in to treat Yajman Huchappa. That was about the last week of June 1931. During the last week of June 1931 I met

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Karibasavaswami of Nonavinkere in the House of Yejman Muchap e. Karibasavaswami was then lively and active. On 10-7-1931 I was called in again to treat Karibasavaswami. I had gone to his Mutt for this purpose. He had the same trouble asthma and heart trouble in addition to an attack of influenza. He told me that the cough was troubling him most and that he felt restless and wanted some treatment by mouth in the form of power. He did not like injections. His mental condition was allright then too. The next day I heard he died.

CROSS EXAMINATION.

He was under my constant treatment from somewhere about 12-6-1931 to the end of May 1931 for the first time. He was an asthmatic patient and suffering a lot from cough. I saw him a day prior to his death. I did not treat him from the end of ~~xxx~~ May 1931 uptill 10-7-1931. On 10-7-31 when I

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saw him he was on the upstairs, sitting learning on a table He was not lying on his bed when I saw him. He said he was suffering from illness since one or two days and asked me to treat him. He had slight fever and temperature. I examined his heart then. He had the some heart trouble which he had in May 1931. His left arm had some swelling in May 1931 when I gave him injections. On 10-7-1931 when I saw him the swelling was not marked and had deceased and was only ~~faxkkly faikk~~ faintly observable. On the night of 10-7-1931 one Rachappa came and requested me to go to the ~~Hutt~~. I can't give the exact date on which I met Karibasava-swami in Yejman Huchappa's house. Karibasavaswami has at that time sitting on a cot. I did not examine him then. He did not appear to be ailing then. Re-- Nil.

why should he call me as a last resort?

Taken down by me and read over to the witness and admitted by him to be correct. Sd/- A. Sreenivasaragavachari,
District Judge. 12/8/32.

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IN THE COURT OF THE DISTRICT JUDGE BANGALORE.

Original Suit No. 49 of 31-32.

Plaintiff. Vs. Defendant.

Agent Honjundappa. Agent Gangadharayya.

Deposition of Huchappa Setty, 5th witness for plaintiff.

Father's name Chikkanna Setty. Age 53. Caste Vecrasaiva.

Occupation Agriculture. Residence Honavinkere, Tiptur Taluk.

ON SOLEMN AFFIRMATION.

CHIEF:- I knew the deceased Karibasavaswami of Honavinkere. He died about 1½ years ago. I know about his intention to execute a will. About 1½ years ago he sent word to me to go to the Matt. I went and saw him. He was sick. The deceased said he was getting sick constantly and wanted some arrangements to be made for the up keep of the matt after his death. The deceased was fostering a boy called Rudra Mari. The deceased wanted his [illegible] to appoint Rudramunias and make some

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provision also for his nephews and to execute will accordingly. The deceased said a sum of Rupees 3000/- was to be paid to the agent who was looking after the mutt for 18 years, in addition to the amount already paid to him. He (deceased) also expressed a desire that Nanjundappa should continue as the agent. Gubbi Adaviswami and the petitioner and the nephews of the deceased were present then. I made a memo of what the swami told me and gave it to the Swami for being incorporated in the will. I then went away. 5 or 6 days later I fell sick. The deceased swami visited me while I was sick. P.W. 4 the Doctor was attending on me then. P.W. 4 asked the deceased how his health was and the deceased said [illegible]. 8 days afterwards I heard the deceased Swami had fallen ill. I could not go to see him as I was myself ill seriously. 8 days afterwards I heard the swami

i.e. 8 days after 15 days of the event.

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THREE ANNAS MYSORE ಮೂರು ಆಣೆ

had died. CROSS EXAMINATION.

I am a resident of Honavirkere. I have not executed any bond for Rupees 3000/- in favour of the Mutt. The Mutt has deposited with me Rupees 3000/- and odd bearing 6% per annum interest and paying the amount of interest towards the Kandaya due to Government by the Mutt. I am liable to pay the sum of Rupees 3000 to the mutt whenever demanded by the Mutt.

I saw the deceased swami at the end of Jeshta month. I don't remember the day of the week on which I met him. He was sick for one or two days prior to my meeting him. When the deceased told ~~him~~ me about the will, Panjandappa, Adavi Swami, deceased's nephews Rachappa and KadeSiddayya and Turuvekere Rudrayya were present. Karibasavaswami died about 15 days after he spoke to me about the will. I did not see the Swami subsequent to the conversation between him and me.

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I don't know whether the Honavinkere Mutt is a Branch of the defendant Mutt. I did not again see the memo I wrote and gave to the Swami. I had fallen ill for about 10 or 12 days prior to the death of Karibasavaswami. I went to the mutt after his death only. Nanjundappa came there after I went. Karibasaveswami and Nanjundap a were on cordial terms ( ).

Re:- When I was ill Karibasavaswami came to me and saw me.

Read over admitted correct.

Sd/- A. Sreenivasaragavachari,
District Judge. 6/1/33

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THREE ANNAS MYSORE ಮೂರು ಆಣೆ

IN THE COURT OF THE DISTRICT JUDGE BANGALORE.

Original Suit No. 49 of 31-32.

Plaintiff. Vs. Defendant.

Agent Kanjandappa. Agent Gangadharayya.

Deposition of Adaviswamigalu, 6th witness for plaintiff.

Father's name - DO -. Age 40. Caste Veerasaiva swami. Adaviswamy

Occupation Mathadhipathi. Residence Gubbi.

On SOLEMN AFFIRMATION.

CHIEF:- I know the deceased Karibasavaswami of Honavinkere. I know P.W. 5 Huchappa Setty. Karibasavaswami died about 1½ years ago. He sent for me prior to that and told me that he wanted to execute a will. He told me that his health was failing and he wanted to execute a will in favour of Rudra Muri whom he was bringing up and to give him the ಮಠ. Then the deceased told thus to me P.W. 5, the plaintiff and the boys

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that were in the matt were present. The deceased also wanted to make provision for his nephews in the will. The deceased said that the plaintiff has worked as agent of the matt for 18 years, that plaintiff had been paid Rupees 1500/- already and that he should be paid a further sum of Rupees 3000/-. Plaintiff's witness 5 made a memo of the deceased's Swami's wishes and wrote on paper the particulars of properties to be given to each of the legatees. The will was not written that day. I saw the deceased Swami subsequently only after his death.

CROSS EXAMINATION.

I am a resident of Gubbi. Deceased Karibasavaswami had not fallen ill at any time previously. He used to send for me now and then. I had seen him once 6 months previous to the talk about the will. I went then merely to have "Darsan" of the deceased, 6 months previously. I don't remember who

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come and told me that I was wanted by the swami. Except on the particular occasion 1½ years back, the deceased swami had not talked to me about the affairs of his mutt. The Swami sent word to me merely to come and have Darsan. He did not send word to me that he was ill and so wanted to see me. I took with me my boy (ಕರಿ) when I went to see the deceased. The name of my ಕರಿ is Adaviappa. When I saw the swami he was alright (ಕೆಲವಾರ ಹುಷಾರಾಗಿ —). He was not ill. I stayed for 3 or 4 days in the Honavinkere mutt then. The Swami died about 20 or 25 days after I saw him on that occasion. The talk about the will took place on that very day I saw him. Nanjundappa, Huchappa, Rudra Nari and Rachappa were present then. I did not refer to the mutt being a branch of the Gadag mutt as I was not aware of its being so. Exhibit 1 is a letter written and signed by me to the defendant mutt. Subsequent

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to the talk about the will I did not see the deceased Swami before his death. After the swami's death a meeting was held at which it was decided that a sum of Rupees 100/- should be paid to me on account of taking part in the funeral rites of the deceased and as a gift. I asked the plaintiff to pay me this amount and he paid me. This was paid to me one year ago.

Re:- I wrote Exhibit 1 in reply to a letter written by the Gadag mutt Swami.

Signed/- A. Sreenivasaragavachari,

District Judge. 6/5/33 589.

True Copy

Head Record Keeper.

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26/5/33	Nil	26--5--33		

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31-5-33	31-5-33	C. S. Ramachandra	

THREE ANNAS MYSORE ಮೂರು ಆಣೆ

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE

Original Suit No. 49 of 31-32.

Plaintiff. Vs. Defendant.

Agent Nanjundappa. Agent Gangadharayya.

Deposition of S.L. Nanjundappa, 7th witness for plaintiff. (Plaintiff). Father's name Lingasettappa. Age 61. Caste Veerasaiva. Occupation Trader and Commission agent. Residence Honavinakere Mutt, Tiptur Taluk.

ON SOLEMN AFFIRMATION.

CHIEF:- I have been agent of Honavinkere mutt for the past 20 years or so. I am aware of the will executed by the deceased Karibasavaswami. The will is Exhibit A. Karibasavaswami has signed that will. He has also affixed his thumb mark to it as it has been registered. Exhibit A was written under the direction of the deceased Swami. At the

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tiome of the execution of the will Exhibit A, the testator was of sound mind. There was a meeting of trustees after the death of Karibasavaswami. Exhibit B (admitted by Gangadharayya agent of defendant Mutt to contain his signature) is the proceedings of that meeting.

CROSS EXAMINATION.

The meeting took place about 1½ months after Karibasavaswami's death. I do not know whether Gangadharappa was at that time agent of the Gadag mutt. Gangadharappa was not present when the will was written. After Exhibit A was written it was in the possession of the testator. After his death the will came to my possession. After it was registered I brought it from the Sub Registrar's office and gave it to the Swami. There are no witnesses to my doing so. I came to Tumkur one or two days before the death of the Swami. The

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MYSORE
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Swami died on Saturday night. I went to Honavinakere on Sunday morning by Bus from Tumkur for the ಶವಸಂಸ್ಕಾರ. The first time testator broached the subject of the will was about 6 months prior to his death. The deceased spoke once about the will to Mr. Basappa agent of the Mysore Bank at Tiptur. ನನ್ನ ಮಾವನವರಿಗೆ ಶೆಟ್ಟಿಹಳ್ಳಿಯಲ್ಲಿ ಅಕೌಂಟ್ ಇರುವುದು. ಕೊಂಡ ... ಚಿಕ್ಕಣ್ಣಗೌಡನವರು.

I have written the will exactly as I was instructed by the testator. No draft of the will was prepared. The will was commenced about 10-30 A.M. and completed by about 3-30 or 4 P.M. Shortly after I began writing the will, Patel Dod Ninge Naika turned up and continues until its completion. The testator sent for od Ninge Naika on the date the will was written. I don't remember through whom word was sent to him. P.W. Adaviappa was present right through the writing of the wil Rachappa, Kada Siddappa, Karibasavayya alias Thammayya wer

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also present when the will was read. Chennabasappa came just before the will was read and after its writing was completed. The testator complained of ಜ್ವರ about 20 days before his death and had an injection given to him. The Doctor gave him injections for 7 or 8 days. The body of the swami was not swollen before he died. During the period of his illness the swami used to descend to the downstairs with the help of somebody, finish his "Siva Pooja" and go back to the upstairs. For 4 or 5 days prior to his death he was not able to climb down to the downstairs. I have built a house in Tumkurabout 15 years ago but I have been working in Honavinakere as agent since 15 years. The testator had given me a power of attorney about 5 years prior to his death. Prior to the Grant of the Power of attorney I was working as agent of the mutt, without any

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THREE ANNAS MYSORE ಮೂರು ಆಣೆ

Power of attorney, under the instructions of the testator. No special period was fixed for my period of employment as agent. The Swami gave me a bonus of Rupees 1100/- about 10 years ago as remuneration for my services. He had promised to give me more as remuneration and at the time the will was written he promised to give me Rupees 3000/-. Manager Basappa knows of the Swami's promise to give me remuneration. I will not give an answer now whether the Konavinkere Mutt is a branch of Gadag mutt. I did not ask the deceased Swami to appoint me as the agent and to pay me Rupees 3000/- because I might be sent out by the Gadag mutt. There was no talk at all about this. I have signed Exhibit 2, which is a letter addressed to defendant mutt. I produced the will Exhibit A at the meeting refered to in Exhibit B. It was I who brought the Sub Registrar for registering the Will Exhibit A.

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THREE ANNAS MYSORE ಮೂರು ಆಣೆ

Re:- The Gadag ~~swami~~ Swami came to the Honavinakere mutt about 4 months after Karibasava swami's death. The swami wanted a communication in the form of Exhibit 2 to be given to him stating he would confirm to the terms of the wil of the deceased Swami. Accordingly the signatures of Exhibit 2 gave. Exhibit 2 to the Gadag Swami. The Gadag swami did not send a communication from his mutt as promised by him. Thereupon the signatories of Exhibit 2 issued a notice to the Gadag Swami that since he broke his promise, the terms in Exhibit 2 were repudiated.

Read over admitted correct.

Signed/- A. Sreenivasaragavachari,

District Judge. 6/1/38 891.

True Copy

Head Record Keeper.

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31-5-38	6/6/38	S. Ramachandra	

THREE ANNAS MYSORE ಮೂರು ಆಣೆ

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE.

Original Suit No. 49 of 31-32.

Plaintiff. Vs. Defendant

Agent Nanjundappa. Agent Gangadharayya.

Deposition of Karibasaviah, 1st witness for defendant.

Father's name Nanjappa. Age 27. Caste Veerasaiva. Occupation Agriculture. Residence Honavirkere, Tiptur Taluk.

On Solemn Affirmation.

CHIEF:- The deceased Karibasavaswami was my father's elder brother. I have been residing in the matt ever since I was a boy. He died about 14 years ago. He was ill for about 20 days before he died. He had fever, cough, dropsy etc. Myself my brothers and my mother attended upon him during his illness. He had lost consciousness about 8 or 10 days prior to his death. He did not execute any will during his

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illness in our presence. Plaintiff was the agent of the mutt During his illness the testator stayed in a room on the upstairs of kis the mutt. He was unable to come out of the room. My signature is found in Exhibit A as a witness. I signed it in the ground floor of the mutt. The deceased Karibasaveswami did not affix his signature to Exhibit A in my presence. Exhibit A was not written in my presence. Plaintiff told me that the will had been written 3 or 4 months prior that the testator Swami was not likely to survive and asked me to attest the will, that if I did not attest the will- ನವಿಲಗಡಿಯವರು (Parties from Gadag) would come and take possession (ಪೊಸೆಷನ್ ತಗೊಳ್ಳುತ್ತಾರೆ of the mutt and the properties. Thereupon ಹಾಗೆಯೇ I attested Exhibit A. Plaintiff has been an agent in the mutt for 3 or 4 years prior to the death of the testator. The deceased swami used to act just as plaintiff

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told him. The deceased swami had never spoken to us about the execution of the will during his lifetime nor even alluded to his intention to execute one. The deceased's mutt is a branch of the mutt at Gadag. The deceased had been installed as a swami by the Gadag mutt swami.

CROSS EXAMINATION:- I cannot say how many years ago the deceased was installed as a swami. I was a young boy then. The deceased was about 40 or 45 years of age when he died. I cannot say how long he was a swami in the mutt. Because the deceased used to go to the Gadag mutt often . I say that the deceased's mutt is a branch of the Gadag mutt. The properties for the mutt were acquired by the joint family of my father and the testator. For 7 or 8 days prior to ~~xxx~~ his death, the testator had lost consciousness and we were feeding him only with milk and coffee in spoons. The Doctor

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MYSORE

sent medicines which we were giving the deceased. For the last 2 days before he died he was not in a position to take medicine or food. He was unable to talk and had lost consciousness. Even though milk was poured into the mouth, it would not go in. Rachappa brought the doctor 7 or 8 days before the testator died. He was the Honavinakere Doctor. His hospital is about ½ mile from the mutt. For the last two days before the testator died we did not send for the Doctoras there was no benefit ~~his~~ from his medicines. Plaintiff did not tell me when he asked me to attest Exhibit A that the deceased had signed it. I signed Exhibit A about 8 P.M. I did not observe nor read the signatures above my signature at the time. Only I was present and no one else when plaintiff asked me to attest Exhibit A. Testator was ill at the time and very weak. The deceased testator was unable to talk at

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MYSORE
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~~to~~ the time I attested Exhibit A. I did not ask the swami about Exhibit A. After the testator's death plaintiff read over Exhibit A to me. Exhibit C receipt bears my signature. The signature of attestation to the thumb mark in Exhibit D is mine. Plaintiff had not complained against me to the Police that I was interfering with the mutt. Signatures in Exhibit B 1, and B 2, lo k like minebut they are not mine. Re:- Nil.

Taken down by me and interpreted to the witness and admitted by him to be correct.

Signed/- A. Sreenivasaregavachari,
District Judge. 28/2/33

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Head Record Keeper.

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31/5/33	31/5/33	L.S.Ramachandra Rao	S.S.Annaiappa

THREE ANNAS

MYSORE

-1-

In the Court of the District Judge, Bangalore.

Original Suit No. 49 of 1931-1932.

Plaintiff:- Defendant:-

Agent Manjundappa. -Vs. Agent Gangadharsiya.

Deposition of Achappa, 2nd witness for defendant. Father's name Manjappa. Age 25. Caste Veerashiva. Occupation Agriculture. Residence Onavinamere Mutt, Tiptur Taluk.

On Solemn affirmation:-

Chief:- The deceased Haribasavaswami was my [illegible]. I was brought up in the Nonavinmere Mutt. The deceased testator was ill for about 10 or 15 days prior to his death. He had last consciousness for about 10 days prior to his death. He did not execute any will during his illness. He did not sign any will in my presence. The deceased testator did not affix his signature to Exhibit A in my presence. I have attested Exhibit A. I put my signature to Exhibit A in the ground floor of

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THREE ANNAS
MYSORE
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of the Mutt on the assurance of the plaintiff that the Swami had executed the will 3 or 4 month's prior that by chance signatures of attestation had been omitted and that if I did not attest, it would lead to undesirable consequences. (illegible) and that the party from Gadag would come and take possession of the property. (illegible). Then I attested Exhibit A on the assurance (ಖಾತರಿ ಮೇರೆಗೆ) of plaintiff. Exhibit A was not written in my presence. Myself, D.W.1 and our mother attended upon the deceased during his illness. The deceased had not at any time told us that he wanted to execute a will. He had not expressed any desire to do so to any one. Plaintiff has been an agent since 5 or 6 years. The deceased was doing exactly what plaintiff told him. (illegible)

Cross-examination:- (illegible). The Swami would listen to us also. I could not speak about Exhibit A

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THREE ANNAS MYSORE ಮೂರು ಆಣೆ

A to him (deceased) as he was unconscious. He was not making any signs. The Doctor had come about 2 or 3 days prior to the testator's death. For 2 or 3 days prior to his death, We used to bring medicine from the Doctor's hospital. My mother was not present when I attested Exhibit A. The will was not read over to me after the Swami died and I do not know its contents. The signature Exhibit B6 is mine. I have taken on transfer some mortgage deeds from plaintiff and got them registered. Plaintiff has executed an assignment deed. (Certified copy of same exhibited as Exhibit B). I produced the original of Exhibit B before the Sub Registrar and got it registered. No amounts have been yet collected by me on the mortgage deeds. The plaintiff has not complained against me to the Police and the Police have not taken any muchulika from me. I and plaintiff are on good terms. (ವಿಶ್ವಾಸ). I was the only person present

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THREE ANNAS
MYSORE
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present when I signed Exhibit A. It was in the evening that I signed Exhibit A. Only Plaintiff was present then.

Re-examination:- Nil.

(470)

(Signed) A. Sreenivasa Raghavachari, District Judge,
18-2-33.

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Head record keeper.

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With Copying sheets by Mr. N.Keshavaiengar on 26.5.33.	Nil.	26-5-33.	To appear on.	Appeared.

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THREE ANNAS

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MYSORE

In the Court of the District Judge, at Bangalore.

Original Suit No. 49 of 1931-1932.

Plaintiff:- Defendant:-

Agent Tanjundappa. -Vs- Agent Gangadhariya.

Deposition of Channabasappa 3rd witness for defendants.

Father's name Mallappa. Age 50. Caste Veerasaivu. Occupation Trade and Agriculture. Residence Monavinkere Matadapalya, Tiptur Taluq. On Solemn Affirmation.

Chief:- My house is about 1 furlong from the Monavinkere Mutt. The deceased Swami was ill for about 15 or 20 days before he died. He had last consciousness for 8 or 10 days prior to his death. The swami did not execute any will in my presence. Exhibit A was not written in my presence. It was not signed by the Swami in my presence. Exhibit A bears my signature as a witness. The testator did not affix his signature to Exhibit A in my presence. When I was in my

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THREE ANNAS
MYSORE
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my house plaintiii brought Exhibit A to me and said that the Swami had executed and got written a will 2 or 3 months before, that the Swami had last consciousness and was about to die, that the party from Gadag would come and occupy the property (illegible) that I must attest Exhibit A. I accordingly signed Exhibit A,

Cross-examination:- The Mutt at Honavinkere is a branch of Gadag Mutt. Exhibit A might have come into existence to prevent the Gadag Mutt taking possession of the Honavinkere Mutt. did not ask plaintiii why he objected to Gadag party taking over the Honavinkere Mutt. did not ask plaintiii what was Exhibit A. Plaintiff brought Exhibit A to my house. He alone came. My mother and females were present in my house. No one else was present when plaintiii asked me to attest Exhibit A and I attested. Some of the witnesses had attested

21

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THREE ANNAS MYSORE ಮೂರು ಆಣೆ

attested Exhibit A by the time I attested. Exhibit B4 is my signature. My father had purchased a house in Vinduvur in the name of the plaintiff. There are no disputes between plaintiff and me regarding that house. The patta of the house has been transfered to plaintiff, but the house is still in my possession. Plaintiff and I are on cordial terms. The sale deed executed in favour of the plaintiff Vanjundappa of the house stipulated that he should pay some creditors. As plaintiff failed to pay the said debts I discharged them to the extent of about Rupees 300/-. My mother is called Gouramma have attested Exhibit F which is a receipt executed by my mother, in favour of plaintiff. (440)

Re-examination:- I don't know where I put the signature Exhibit B4.

Taken down by me and interpretted to the witness and admitted by him to be correct.

(Signed) A. Sreenivasa Srivachari, District Judge,
26-2-33.

"True Copy"

Head Record Keeper.

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With copying sheets by K.T. Neleshavaiengar on 26.5.33.	Nil.	26-5-33	To Appear on	

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31/5/33	31/5/33	N. Srinivasan	Jayarangaiyengar

THREE ANNAS MYSORE ಮೂರು ಆಣೆ

In the Court of the District Judge, at Bangalore.

Original Suit No. xxx 49 of 1931-1932.

Plaintiff:- Defendant:-

Agent Ranganappa. -Vs- Agent Ganjagnarayya.

Deposition of Channappa Setty the witness for defendant. Father's name Siddanna Setty. Age 30. Caste Lingayet. Occupation Trade and Agriculture. Residence Honavinakere, Kiptur Taluq.

Or Solemn Affirmation:-

Chief:-I had seen the deceased Swami when he was ill. He died about 8 or 10 days after I saw him. When I saw him he was lying on the upstairs of the Mutt and was ill. I called him once or twice. He did not reply. When I came away D.W.2 who was there told me that the Swami could not speak owing to

D.W.2. Question? Was the Swami conscious then? Answer:- I called him and spoke to him twice. He was unable to answer. Plaintiff Ranganappa was been the agent of the Mutt since

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THREE ANNAS MYSORE ಮೂರು ಆಣೆ

since 6 or 7 years. The deceased Swami and the plaintiff were on cordial terms.

Cross-examination:- I did not make enquiries about the nature of the illeness, the Swamy was suffering from and who was xxx treating him. I was not sent for to see the Swami. I myself went to see him on hearing he was ill. I saw him about 9 A.M. No one else was present when I saw the Swami. Plaintiff Nanjundappa had filed a suit against me for Rupees 6000/- and odd and obtained a decree on account of money lent to my father. The signature Exhibit B5 is mine.

Re:-examination:- I paid the amount of the decree obtained by Nanjundappa the plaintiff to the Swami himself. There was a meeting held after the death of the Swami. I signed Exhibit B5 at that meeting. Plaintiff Nanjundappa and the [illegible] (men from Pettah) held the meeting. The amount for which Nanjundappa obtained decree against me belonged to the Swami

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MYSORE
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Swami. I and Nanjundappa are on good terms. There is no ಹೊಂದಾಣಿಕೆ between him and me.

Taken down by me and interpretted to the witness and admitted by him to be correct.

(Signed) A. Sreenivasa Raghavachari, District Judge.

28-2-33. (320)

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Head Record Keeper.

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with copying sheets by Mr. N.Keshavaiengar on 26.6.33.	Nil.	26-5-1933.		

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THREE ANNAS MYSORE ಮೂರು ಆಣೆ

(1)

In the court of the District Judge, Bangalore.

Original Suit Number 49 of 1931-32.

Plaintiff:- S .L .Nanjundappa.

Versus.

Defendant.:- N .Gangadharaia.

Deposition of Vale Narulappa setty 5th witness for defendant. Father's name Vale Siddalinga setty. Age 50. Caste Vecro- giva. Occupation Agriculture. Residence Vignasanti, Tip- tur Taluk. On solemn affirmation. Chief:- My village is about 4 miles from the mutt at Honavinakere. I knew the deceased Karibasavaswamy. He was ailing for about 15 days prior to his death. Hearing he was ill I went to the mutt. He had cough, [illegible] (dropsy). He was very bad and could not speak. He lost consciousness about 10 days prior to his death. He was lying in the upstairs of the mutt. Plaintiff Nanjundappa was in the mutt and the deceased Swamy used to follow the advice of plaintiff.

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THREE ANNAS

MYSORE

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Cross examination:- I know how to sign. I have signed exhibit2. Exhibit 2(a) is my signature on exhibit 2. I was seeing the deceased Swamy for about 15 days prior to his death, when I spoke to him he was unable to reply. I do not know how long prior he became ill. No doctor attended on him in my presence and I do not know which doctor was attending upon him. Milk was given to him but he was not able to swallow it. I did not see the deceased Swamy on the day of his death. I had gone to him on Thursday and he died the next Saturday. The deceased was not even opening his eyes.

Re examination:- Nil.

Taken down by me and interpreted to the witness and admitted by him to be correct.

(Signed) A.Sreenivasaraghavachar.

District Judge. 1-4-33.

"True Copy"

Head Record Keeper.

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THREE ANNAS
GOVERNMENT OF MYSORE
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(1)

In the court of the District Judge, Bangalore.

Original Suit Number 49 of 1931-32.

Plaintiff:- S.L. Ranganagappa.

Versus.

Defendants:- P. Gangadharayya.

Deposition of Channaveerappa, 6th witness for defendant, [illegible]
Father's name Channappa. Age 55. Caste Sivachar. Occupation
Agriculture. Residence Vigrasanti, Tiptur Taluk. On
solemn affirmation. Chief:- I knew the deceased Karibasavaiya.
He was ill for 10 or 15 days before his death. He had
no consciousness for 10 or 15 days before he died. I went to
him during that period and spoke to him. He could not reply.
Cross examination:- I know how to sign. As I was going
to the mutt now and then I came to know of his illness. I
do not know who was the doctor who attended on him. D Ws 1 and 2
used to tell me that a doctor was attending upon the deceased and

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THREE ANNAS

MYSORE

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and that the doctor was a man of Kosavinakere. They told me the doctor had stopped attending on thedeceased. This was about 10 days prior to the Swamy's death. The deceased Swamy was unable to open his eyes as his face had blooted. He could not make any signs. I dont know if he was taking any food or if he was able to take any nourishment.

No examination:- Nil.

Taken down by me and interpreted to the witness and admitted by him to be correct.

(Signed) A.Sreenivasaraghavachar.
District Judge. 1-4-33.

"True Copy"

(Illegible)
Head Record Keeper.

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THREE ANNAS

MYSORE

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(1)

In the court of the District Judge, Banga

Original Suit Number, 49 of 1931-32.

Plaintiff:- S.L. Nanjundiah.

Defendant:- M. Gangadharayya. (Jeruna.)

Deposition of Badavalingegowda, 7th witness for defendant. Sworn

Father's name Siddaramaiya. Age 60. Caste Veerashaiva.

Occupation Agriculture. Residence Honavinakere, Tiptur

Taluk. On solemn affirmation. Chief:- I knew the de-

ceased Lingabasavaswamy. He was ill before he died. He

had lost consciousness since 10 or 15 days prior to his

death. Cross examination:- I went and spoke to the de-

ceased Swamy about 10 or 15 days before he died. The

Swamy was able to talk then. I went to him again 7 or 8 days

before he died. Then he had no consciousness. I used

to go to him on alternate days. He was not able to spe

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THREE ANNAS MYSORE ಮೂರು ಆಣೆ

open his eyes and his eyes remained closed since 7 or 8 days before he died. I did not see any doctor attending upon him. P.Ws 1 and 2 used to say that the Honavinakere doctor used to attend upon him. They said that the doctor had ceased to attend and that they themselves were giving medicines. They said that the deceased was unable to swallow milk. No milk was given to him in my presence. The signature in exhibit 2 shown to me is not mine. Exhibit G and G(1) are the signatures I have signed in court.

Reexamination:- Nil.

Taken down by me and interpreted to the witness and admitted by him to be correct.

(Signed) A. Sreenivasaraghavachar.
District Judge. 1-4-53.

"True Copy"

Head Record Keeper.

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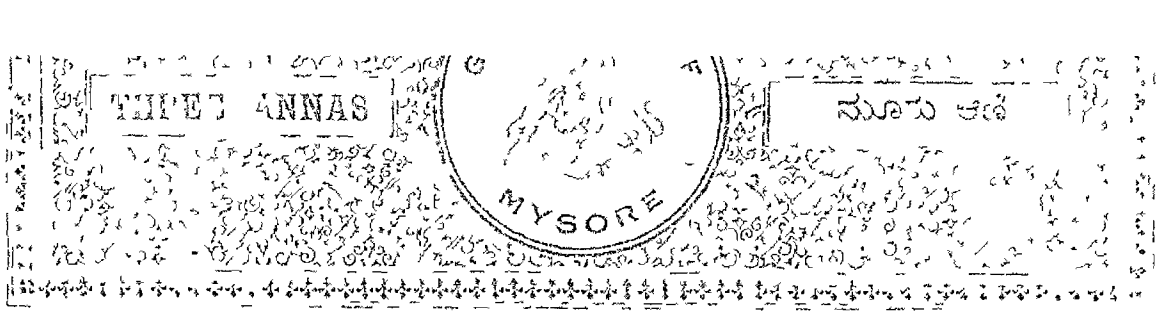

(1)

In the Court of the District Judge, Bangalore.

Original Suit Number, 29 of 1931-32.

Plaintiff:- T.L. Ramachar.

Versus.

Defendant.- P. Ganeshaiyar.

Deposition of Doorthipoo Pattanna for defendant. Taken on oath in Canarese. Age 65. Caste Vaishnava. Occupation agriculture and trade. Residence Vaishnavite, Tirumalu. On solemn affirmation. Cross:- I knew the deceased Kariyappaswamy who died about 14 years ago. He had loss consciousness for about 10 or 12 days before he died. Cross examination.- I went and saw the Swamy 3 or 4 times when he was ill. He died within 15 days of the last time I saw him. D Ws 1 and 2 told me that as the doctor was not attending, they themselves were going and fetching medicines. They said that the doctor was not attending

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MYSORE

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(2)

attending since 4 or 5 days. I did not see any doctor attending on the deceased or give him medicine. Milk used to be given to thedeceased in my presence but he was not able to swallow. The swamy was unable to speak or to open his eyes which remained closed. D W5 came with me once to see the Swamy. D W6 came with me and D W7 came with me on other occasions. I used to go to the mutt daily. I was present when the the swamy died. He died on a saturday at about 4 P.M.

Re examination:- For about 5 or 6days before he died the Swamy was unable to swallow milk.

Taken down by me and interpreted to the witness and admitted by him to be correct.

(Signed) A.Sreenivasaraghavachar.
District Judge. 1-4-35.

240

"True Copy"

Head Record Keeper.

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30/7/35	31/7/35		

ಸಂದಿ ಪ್ರೆಸ್, ಗದಗ]

ನಂಬರ

ಗದಗ

ಕೋರ್ಟಿಗೆ.

ವಾದಿ
ಅರ್ಜಿದಾರ
ಅಪೆಲೆಂಟ
ಫಿರ್ಯಾದಿ

ವಿರುದ್ಧ

ಪ್ರತಿವಾದಿ
ಎದುರುಗಾರ
ರಿಸ್ಪಾಂಡೆಂಟ
ಆರೋಪಿ

ವಾದಿ ರಿಪೇರಾಯಿ.

ಇ. ಸಿ. ಕೋಡ ಕಲಂ

ಸಹಿ

ಕದರಪ್ಪ ಕೆಲಗ ಗದಗ ವಾದಿದ ಪಾದಿ

ಎಂಬ ಹೆಸರುಳ್ಳನ ಈ ರೇಖದ ಮೇಲಿಂದ ಸದರಹು ಮೊಕದಮೆಯನ್ನಲ್ಲಿನ ತರ್ಫಿನಿಂದ ಪಾಜರಾಗಿ ಯಾನತ್ತೂ ಕೆಲಸ ನಡಿಸಲಿಕ್ಕೆ ವಿ.

ವಕೀಲ ಇವರಿಗೆ ವಕೀಲ ನೇಮಿಸಿಕೊಂಡಿದ್ದೇ

ಸಾಕ್ಷಿ

೧

೨

ಈ ವಕಾಲತ ಪತ್ರಿಕೆಯು ಒಪ್ಪಿ ಸಾ
ಟು ಮಾಡಿ ಪತ್ರ ಗದಗ
ಇಪ್ಪಿ ವಿಪರ
ಸ ಸಹಿ ಮಾಡಿದ್ದಾ

Accepted on

Presented on

Pleader

4/19.

ನಂಬರ

ಗದಗ ದಿ. — —೧೯೬೦

ಲಿಂಗೈಕ್ಯ ಪರಮ ಪೂಜ್ಯ ಶ್ರೀ ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳು ಸಂಸ್ಥಾನಮಠ ಡಂಬಳ ಮತ್ತು ಗದಗ ಇವರ ಉತ್ತರಾಧಿಕಾರಿಗಳಾದ ಶ್ರೀ ಚನ್ನಬಸವಾರ್ಯ ಚರಮೂರ್ತಿ (ಉರ್ಫ ಶಿವಕುಮಾರ ಚರಮೂರ್ತಿ) ಗುರು ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳು ಸಾಕೀನ ಗದಗ

ಇವರ ನಿಮ್ಮಿಯಿಂದಾ—

ಗ್ರಾಮದ $\frac{\text{ತಲಾಟಿಯವ}}{\text{ಸರಪಂಚರ}}$ ರಿಗೆ ಈ ವರ್ದಿಯು ಮೂಲಕ ತಿಳಿಸುವದೇನಂದರೆ—

ನಮ್ಮ ಗುರುಗಳಾದ ಜಗದ್ಗುರು ಶ್ರೀ ಗುರುಬಸವ ರಾಜದೇಶಿಕೇಂದ್ರ ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳು ದಿ. ೩೦-೪-೬೦ ರಂದು ಲಿಂಗೈಕ್ಯರಾಗಿದ್ದಾರೆ. ಅದರ ನಂತರದಿಂತೆ ಅವರಿಗೆ ಶ್ರೀ ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳು ಗುರು ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳು ಮುಂತಾಗಿ ಕರೆಯುವರೆಲ್ಲ ಬಂದಿವೆ. ಅವರ ಹೆಸರಲ್ಲಿ ನಿಮ್ಮ $\frac{\text{ಗ್ರಾಮದ}}{\text{ಪಂಚಾಯತಿಯ}}$ ದಸ್ತರದಲ್ಲಿ $\frac{\text{ಸರ್ವೆನಂಬರ}}{\text{ಮನೆ, ಬೈಲಜಾಗೆ}}$ ಗಳು ಇದ್ದು ಈ ವರ್ದಿಯ * ಕೆಳಗೆ ಕಾಣಿಸಿದಂತೆ ಅವೆ. ಅವುಗಳಿಗೆ ಅವರು ತಮ್ಮ ತರುವಾಯ ನಮಗೆ ಅಂದರೆ ಚನ್ನಬಸವಾರ್ಯ ಚರಮೂರ್ತಿಗೆ ತಮ್ಮ ಸ್ವಾಧೀನ್ವಾದ ಅಧಿಕಾರ, ಹಕ್ಕು, ಸತ್ತಾ ವಗೈರೆ ಕೊಟ್ಟ ಬಗ್ಗೆ ವ್ಯತ್ಯಾಸಪತ್ರ ಮಾಡಿ ತೋಂದ ಮಾಡಿಸಿ ಅವರಲ್ಲಿ ನಮಗೆ ಈಗ ಕರೆಯುವ ನಾಮವನ್ನು ಮಾಪಲು ಮಾಡಿಸಿದ ತಮ್ಮ ಸ್ವಾಸ್ವತ್ವದ ಹೆಸರನ್ನು ಅಂದರೆ "ಶ್ರೀ ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳು ಗುರು ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳು ಸಂಸ್ಥಾನಮಠ ಡಂಬಳ ಮತ್ತು ಗದಗ" ಅಂತಾ ಹೆಸರನ್ನು ದಾಖಲುಮಾಡಿಕಡೆಕಾಯಿ ಅದ್ದಕ್ಕೆ ಕೊಡಿಸಿದ ಪ್ರಕಾರ ನಿಮ್ಮ ಗ್ರಾಮದ $\frac{\text{ಪಸ್ತಿನ}}{\text{ಪಸ್ತಿಯ}}$ ರಜಿಸ್ಟರದಲ್ಲಿ ಕಬುಜೇದಾರ ಅಧವಾ ಮೂಲಕರಂತಾ ಇದ್ದು ಅವರ ಹೆಸರನ್ನು ಕಡಿಸಿ ಮಾಡಿ ಮೇಲೆ ಸೂಚಿಸಿದಂತೆ ಅವರ ಸ್ವಾಸ್ವತ್ವದ ಹೆಸರನ್ನು ದಾಖಲು ಪಡಿಸುವದಾಗಬೇಕು. ನಮ್ಮ ಗುರುಗಳು ನಮ್ಮ ಹೆಸರಲ್ಲಿ ತೋಂದಮಾಡಿಕೊಟ್ಟ ವ್ಯತ್ಯಾಸಪತ್ರದ ನಕಲು ಮತ್ತು ಅವರ ಮರಣದ ಉತಾರ ನಿಮ್ಮ ಸೂಚನೆ ಮತ್ತು ದಾಖಲಿಗಾಗಿ ಈ ವರ್ದಿಯ ಜೊತೆಗೆ ಕಳಸಲಾಗಿದೆ. ಆದ್ದರಿಂದ ನಿಮ್ಮ ಗ್ರಾಮದ ದಸ್ತರದಲ್ಲಿ ಸಂಬಂಧಿಸಿದ ರಜಿಸ್ಟರಗಳಲ್ಲಿ ತೀವ್ರ ಕರಿಯಾಗಿ ದಾಖಲಮಾಡೋಕಾಗಬೇಕಂತಾ ಬರೆಕೊಟ್ಟು ಲೇಟು ವರ್ದಿ ವಿನಾಂಕ.

* ಆಸ್ತಿಯ ವಿವರ—

$\frac{\text{ಸರ್ವೆನಂಬರ}}{\text{ಮನೆ, ಬೈಲಜಾಗೆ}}$

420
(11 pages)

ಮೈಸೂರ ಶ್ರೀಮನ್ಮ ಮಹಾರಾಜರವರ ಗವರ್ನ್ಮೆಂಟ ಜನರಲ್ಲ ವ ಕಮಿನ್ಯು
ಕೆಕ್ರೆಟರಿಯಟ ಕಚೇರಿಯಿಂದಾ.

.....

ಜೆತ್ರೆದುಗೆ ಮತ್ತು ತುಮಕೂರ ಹಿಸ್ಟ್ರಿಕ್ಟ್‌ಗಳ ತಾಲೂಕ ಅಮಲುದಾರರಿಗೆ ಬರಸಿ ಕಳುಹಿಸಿದ ನಿರೂಪ ಆದಾಗಿ.—

ಧಾರವಾಡದ ಹಿಸ್ಟ್ರಿಕ್ಟ್ ದೊಂಬಲ್ಲ ಮತ್ತು ನಡಗಿನಲ್ಲಿರುವ ಶ್ರೀವಾಸ್ತಮೋಟಿನ ಸ್ವಾಮಿಗಳು ತುಮಕೂರು ಹಿಸ್ಟ್ರಿಕ್ಟ್ ಶಾಖೆಗಳ್ಲ ತಾಲೂಕ ಯಡಿಯೂರಿನಲ್ಲಿರುವ ಶ್ರೀ ಸಿದ್ಧ ಲಿಂಗೇಶ್ವರ ಸ್ವಾಮಿಯವರ ಗದ್ದಿಗೆಯ ದರ್ಶನಕ್ಕಾಗಿ ಸಂಚಾರ ಹೊರಟು ಮೈಸೂರು ಕೀಮೆಗೆ ಬರುತ್ತಾರಾದ್ದರಿಂದ ಇವರ ಪಯಣಾ ಧುರಕ್ಕೆ ಸಲ್ಲತಕ್ಕ ವಿವರಾ

೧	ಪ್ಯಾನಾ.	೨೨	ಕುದುರೆಗಳು.
೨	ಲಾಂಡೂ ಗಾಡಿಗಳು.	೪	ಟಿಟ್ಟಿಗಳು ಕ್ಕೆ ಸವಾರಿಗಳು
೩	ಮೋಟಾರ ಕಾರಗಳು.	೧೨	ಕತ್ತೆಗಳು.
೮	ಕುದುರೆ ಕಟ್ಟುವ ಟಾಂಗಾಗಳು.	೧೦	ಒಂಡೂಳುಗಳು.
೧೦	ಪೆಟ್ಟಿಗ(ಡಮ್ಮಿ)ಬಂಡಿಗಳು.	೨	ಕಮಾಲ ವರು ಳು.
೨೦೦	ಎತ್ತಿನ ಬಂಡೆಗಳು.	೫೨೦	ಕಬ್ಬಲಿಗರು ಮತ್ತೆ ಇತರ
೧	ಆನೆ.		ಚಿನ್ನ ಬೆಳ್ಳಿ ಸಗ ಸಾಮಾನುಗಳು.
೪	ಒಂಟೆಗಳು		

ಮೇಲ್ಕಂಡ ಸಲ್ಲತನಗಳೊಡನೆ ಸ್ವಾಮಿಗಳು ಸಂಚರಿಸುವದರಿಂದ ಇವರು ನಿಮ್ಮ ನಿಮ್ಮ ಗಡಿಗಳ ಮಾರ್ಗವಾಗಿ ಬಂದಲ್ಲಿ ಪುಕ್ಕಳ ಕಾಣಿಕೆಗಳಲ್ಲಿ ತಡಿಯದೆ ಬಿಟ್ಟು ಬಿಡುವದು ಮತ್ತು ಸ್ವಾಮಿಗಳಿಗೂ ಪರಿವಾರಕ್ಕೆ ಸಹ ಜಪಗಳಿಂದ ಸಲಬರಾಯಿ ಆದ ಜೀನಸುಗಳಿಗೆ ವಾಜಬಿ ಕ್ರಯ ಕೊಡತಕ್ಕದ್ದಲ್ಲದೆ ಬೈವಾರ ಜಾಗಾದಲ್ಲಿ ಇಳಿಸಿ ಕಳ್ಳಕಾಳರ ಉಪದ್ರವ ಇಲ್ಲದಂತೆ ಉಸ್ತುವಾರಿ ಮಾಡಿಸಿ ಪರ ಮಜಲ್ಲನಲ್ಲಿಯೂ ಪಾರಿಯಾದೆಯಿಂದ ಪತ್ರಿಸಿ ಕೊಂಡು ಬರುವದು.

ಕಾರ್ಯಾ 6 ನೇ ಮಾರ್ಚ 1914 ನೇ ಇಸ್ವಿ

By Order
F. R. SRINIVASAIENGAR.
Secy to Govt, Gen & Rev. Depts.

S. p. p. Gadag.

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(08 copies)

ಮನಿ (ವ) ಮಳಗಿ ಬಾಡಿಗೆ ಪತ್ರವು

ಶ್ರೀ ಮು. ನಿ. ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ ಮಹಾಸ್ವಾಮಿಗಳವರು
ಸಂಸ್ಥಾನಮಠ ಡಂಬಳ, ಮತ್ತು ಗದಗ, ಇವರ ಸನ್ನಿಧಿಗೆ
ತಾಲೂಕ ಗದಗ ಇವರಿಗೆ—

ಬಾಡಿಗೆ ಪತ್ರ ಬೇಸ್ಮಿ

ಸಾಕೀನ ತಾಲೂಕ ನಾ ಬರಕೊಡುವ ಬಾಡಿಗೆ ಪತ್ರವೇನಂದರೆ—

ತಾಲೂಕ ಸಬ್‌ರಜಿಸ್ಟ್ರಾರ ಹದ್ದಿಗೆ ಸೇರಿದ , ಗ್ರಾಮದಲ್ಲಿ ನಿಮ್ಮ ಮಾಲಕೆ (ವ) ಸಮಾಟಿಯಲ್ಲಿ ಇರುವ ಮನೆ ಮಳಗಿಯ ಡ್ವಿಲೇಜ ಪಂಚಾಯತಿ ನಂಬರು ಇದರ ಚತ್ತುಬಂದಿ ಕೆಳಗೆ ಬರೆದ ಪ್ರಕಾರ

( ) ( ) ( )

ಪೂರ್ವಕ್ಕೆ -

ಪಶ್ಚಿಮಕ್ಕೆ

ಉತ್ತರಕ್ಕೆ

ದಕ್ಷಿಣಕ್ಕೆ

ಈ ಪ್ರಕಾರ ಸದರ ಚತ್ತುಬಂದಿಯ ಮನ್ಯಾದಲ್ಲಿ ಇರುವ ಆಸ್ತಿಯನ್ನು ಈ ದಿವಸ ನಿಮ್ಮ ಕಡೆಯಿಂದ ದೆವತಿಂಗಳಿಗೆ ರೂಪಾಯಿ ಮುನ್ನೂರು ರೂಪಾಯಿ ಪ್ರಕಾರ ಬಾಡಿಗೆ ಕೊಡುವದಕ್ಕೆ ಒಪ್ಪಿಕೊಂಡು ನ ತಾಬೇಕ್ಕೆ ತೆಗೆದುಕೊಂಡು

( ) ( )

ಇರುತ್ತೇ ಒಂದು ವರುಷ ಸ್ವಂತ ಉಪಭೋಗ ಮಾಡಿಕೊಂಡು ಸದರಿ ಆಸ್ತಿಯನ್ನು ನಿಮ್ಮ ತಾಬೇಕ್ಕೆ ಬಿಸ್ಸ ತಕರಾರಿನಿಂದ ಬಿಟ್ಟುಕೊಡುತ್ತೇ ಬಾಡಿಗೆ ಬಾಬತು ರೂಪಾಯಿಗಳನ್ನು ದವತಿಂಗಳಿಗೆ ವರುಷ ಸ್ವಂತ ಆದಕೂಡಲೇ ನಿಮಗೆ ಮಟ್ಟಿಸಿ ನಿಮ್ಮ ಕಡೆಯಿಂದ ರಸೀದಿ ತೆಗೆದುಕೊಳ್ಳುತ್ತೇ ಡ್ವಿಲೇಜ ಪಂಚಾಯತಿ ನರ್ಗಾಣಿ ರಕಮು ಮತ್ತು ಟಿಲ್ಲರ ಬಾಗಜೂಗ ಮಾಡಿಸಿ ಕೊಂಡು ರಕಮು ಸಹಾ ನಾ ಕೊಡುತ್ತೇ ನನ್ನ ತೀರಿಕೆ ಪ್ರಕಾರ ಸದರ ಮನೆಯನ್ನು ನೀವು ಈ ಪಳಗಾಗಿ ಬಹಳ ರಕಂ ಖರ್ಚುಮಾಡಿ ಪೂರಾ ದುರಸ್ತಿ ಮಾಡಿಸಿಕೊಟ್ಟು ಕಾರಣ ನೀಲೆ ಒಪಿದ ಪ್ರಕಾರ ಪೆಟ್ಟಿ ಬಾಡಿಗೆ ರಕಮು ಕೊಡುವದಕ್ಕೆ ನಾ ಒಪ್ಪಿಕೊಂಡಿರುತ್ತೇ. ಅಂತಾ ಸಂತೋಷದಿಂದಾ ಬರಕೊಟ್ಟ ಬಾಡಿಗೆ ಪತ್ರ ಸಹಿ.

ದಸ್ಕತ್ತಿರ _____

ಮಿತಿ

ತಾರೀಖು

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District:

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

First / Second / Criminal } Appeal No

Civil / Criminal } Revision No.

Apellant
Petitioner

Versus

Respondent
Opponent

I/We_____

_____

of_____ the Appellants,/Respondents Petitioners,/Opponents Nos._____in the above mentioned appeal / Petition, hereby appoint Shri. V. S. Malimath LL. B., D. I. L. (London) Advocate, High Court, Bombay to appear, apply, plead and act as my / our Advocate in the said appeal/petition.

In Witness whereof I/we hereby put my/our Signature / L. T. M.

Date: .

Accepted on

425

V. S. Malimath,
Advocate
'USHAKIRAN'
Dinsha Wacha Road.
Churchgate, Bombay 1.

Copy applied for on 19th September 1912

Copy prepared on 1st October 1912

Copy sent by post on 4th October 1912

D. R. Mobedji.

For Commissioner S. D.

No. P of 1910
415

28th May 1910

Order on the petition of the followers of Shri Niranjan Jagadguru.

Shriman Niranjan Jagadguru Totad Swami Sansthan Math Dambal — Gadag has been permitted to pass in cross palanquin with the Panchkalas and other insignia of his office as Spiritual Guru of the Lingayet community in all places within the Southern Division. All Collectors and District Magistrates are requested to see that the exercise of the said right by the said Swami is not interfered with by any body.

sd/. M C. Gibb

Commissioner, S. D.

Copied by R. Vaidwad Compared by K. N. R.

True copy.

D. R. Mobedji

For Commissioner S. D.

424

Commissioner
Southern Division.

G. S. P. P

REGISTERED/A.D.

NOTICE TO OWNERS OF FACTORIES/INDUSTRIAL CONCERNS/PLANTATIONS REGARDING SUBMISSION OF RETURN UNDER RULES 3 & 4 OF THE COLLECTION OF STATISTICS (CENTRAL) RULES, 1959.

No. 1(1)IS/60/

GOVERNMENT OF INDIA
CABINET SECRETARIAT
NATIONAL SAMPLE SURVEY
OFFICE OF THE STATISTICS AUTHORITY

Dated the 6·12·60.

From

SHRI RAJESHWARI PRASAD, I.A.S.,
Statistics Authority, and Chief Director,
National Sample Survey.

To

The Owner

M/s. .....

1956 .....

.....

SUBJECT:— *The Collection of Statistics Act, 1953 (32 of 1953) and the Collection of Statistics (Central) Rules, 195*—Notice for furnishing the return for the survey year 1959.*

DEAR SIR,

In pursuance of sub-section (1) of section 5 of the Collection of Statistics Act, 1953 (32 of 1953), read with rules 3 & 4 of the Collection of Statistics (Central) Rules, 1959, notice is hereby served on you that in respect of the above factory/industrial concern/plantation, you should furnish in the form enclosed herewith a return, as prescribed in paragraph 2, covering the survey year 1959 or portion thereof during which you are/were the owner of the factory/industrial concern/plantation, or the factory/industrial concern/plantation is/was in existence, as the case may be. (Survey year for Sugar Industry for the purpose of the return called for herewith is from 1st July 1958 to 30th June 1959.)

2. The return is required to be furnished in the manner indicated below :—

(1) The return should be furnished in quadruplicate in respect of your factory/industrial concern/plantation covering its entire manufacturing or productive activity during the survey year.

(2) The return should be furnished by registered post with A. D. as soon as possible and in any case not later than two months of the receipt of the notice at the address given below :—

The Statistics Authority and Chief Director,
National Sample Survey,

20, TULJA BHAVAN, 5TH M[illegible]
CHAMARAJPET, BANGALORE-18.

The words 'Confidential—Return furnished under the Collection of Statistics (Central) Rules, 1959,' should be written prominently on the cover.

3. With the notice are enclosed

(1) 4 copies of the form of return (Parts I and II) and 1 copy of part I only;
4 5 copies of the form of return (part I only)

(2) A memorandum on concepts, definitions and procedure to be adopted to complete the return together with lists of items of raw materials consumed, products made etc., appropriate to your industrial activity

(a) For Blocks 8 and 9, See Para 8.1 to 8.8 of the Memorandum
(b) For Block 17 and
(c) For Blocks 22, 23 and 28 of the form of return.

Information furnished in these Blocks should be in accordance with these lists.

Information in respect of Blocks 17, 22, 23 and 28 should be reported separately in respect of each of the Industries marked with asterisk in the list of industries given in appendix II of Memorandum.

You should retain an exact copy of the return submitted by you for any future reference.

All information required to be furnished under this notice should be in English.

25/

5. If the factory/industrial concern/plantation in respect of which this notice is served, is owned by a Company whereseever incorporated, you should also forward with the return required under paragraph 2 above, two copies each of the Company's annual balance sheet and profit and loss account, as well as of the Director's report, if any, for the survey year or, if the Company's accounting year does not correspond to the survey year, for the accounting year which corresponds as nearly as possible to the survey year for which the accounts have been closed.

If at any time during the period for which the return is required to be furnished under this notice, the factory /industrial concern/plantation is/was dismantled or otherwise ceases/ceased to be a factory/industrial concern, plantation, or you cease/ceased to be the owner thereof, you should furnish the return and documents as aforesaid relating to that part of the period during which the factory, industrial concern/plantation is/was in existence or during which you are/were the owner as the case may be.

6. If during the survey year, the factory industrial concern in respect of which this notice is served, has/had been engaged in any industry/industries different from that/those in respect of which lists of items are enclosed, as referred to in para 3 above, you should, within one month of receipt of this notice, intimate your industry/industries with details of principal products and their value and ask for appropriate lists of items, returning the lists not required.

7. If at any time after the service of this notice, the factory/industrial concern/plantation becomes engaged during the survey year in any industry/industries different from that/those in which it is at present engaged, you should, within one month of the factory/industrial concern/plantation becoming so engaged, intimate to the Officer mentioned in paragraph 2(2) above the new industry/industries in which the factory/industrial concern/plantation is engaged, its principal products and their values, and upon receipt of such information, addl or alt lists of items of materials and of products etc. appropriate to your industry/ industries will be forwarded to you. This procedure should be observed every time the factory/industrial concern/plantation becomes engaged in any different industry/industries during the survey year for which this notice is served.

8. If any point connected with the rules or with the instructions relating to the form is not clear to you, it may kindly be referred to me at the address mentioned in paragraph 2 (2) above, for furnishing further clarifications and explanations as required. If necessary an official authorised by me will call on you, or on any other person deputed by you in this behalf, to offer explanations and clarifications by personal discussion. and to render any other reasonable assistance which you may require. The officer may also call on you at a later date after the submission of the return by you for necessary verification or clarification of the particulars furnished by you (*vide* sec. 6 of the Collection of Statistics Act, 1953).

9. It is obligatory on you to furnish the information called for in this notice within the prescribed period. In this connection your attention is invited to section 8 of the Collection of Statistics Act, 1953 (extracts enclosed). All information furnished by you in the return will be kept confidential and published in combination with the information received from other factories/industrial concerns/plantations in such a manner that no particulars can be identified as referring to any individual factory/industrial concern/plantation.

10. All correspondence, connected with this subject, may be directed to the address mentioned in paragraph 2(2) above.

Yours faithfully,

Statistics Authority.

Enclosures : (*a*) Copies of the form of return.

(*b*) Memorandum on concepts, definitions etc., along with appendices including list of items of raw materials consumed, products made etc. appropriate for your industrial activity

(1) For Blocks 8 and 9,

(2) For Block 17 and

(3) For Blocks 22, 23 and 28.

(Extract from the Collection of Statistics Act, 1953—32 of 1953)

SECTION 6. "Right of access to records or documents. The Statistics Authority or any person authorised by him in writing in this behalf shall, for the purposes of the collection of any statistics under this Act, have access to any relevant record or document in the possession of any person required to furnish any information or return under this Act and may enter at any reasonable time any premises where he believes such record or document to be and may inspect or take copies of relevant record or documents or ask any question necessary for obtaining any information required to be furnished under this Act."

SECTION 7. "Restriction on the publication of information and returns. (1) No information, no individual return and no part of an individual return with respect to any particular industrial or commercial concern, given for the purposes of this Act shall, without the previous consent in writing of the owner for the time being of the industrial or commercial concern in relation to which the information or return was given or made or his authorised agent, be published in such manner as would enable any particulars to be identified as referring to a particular concern.

(2) Except for the purpose of a prosecution under this Act or under the Indian Penal Code (Act XLV of 1860), no person who is not engaged in the collection of statistics under this Act shall be permitted to see any information or individual return referred to in sub-section (1)."

SECTION 8. "Penalties.—If any person—

(*a*) required to furnish any information or return—

(*i*) wilfully refuses or without lawful excuse neglects to furnish such information or return as may be required under this Act ; or

(*ii*) wilfully furnishes or causes to be furnished any information or return which he knows to be false, or

(*iii*) refuses to answer or wilfully gives a false answer to any question necessary for obtaining any information required to be furnished under this Act ; or

(*b*) impedes the right of access to relevant records or documents or the right of entry conferred by section 6 ;

he shall for each such offence be punishable with fine which may extend to five hundred rupees and in the case of a continuing offence to a further fine which may extend to two hundred rupees for each day after the first during which the offence continues."

GMGIPND—SI—4 NSS—25-6-60—20,000

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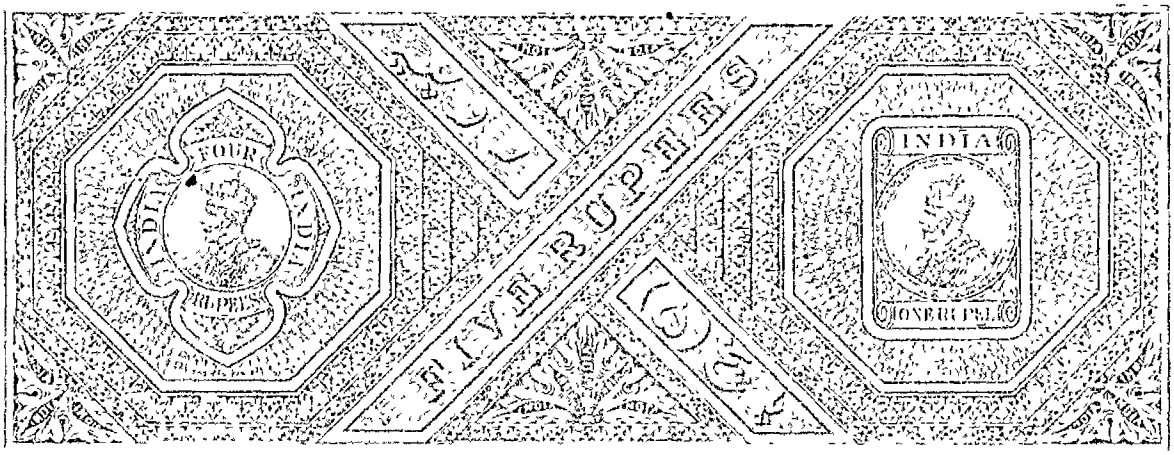

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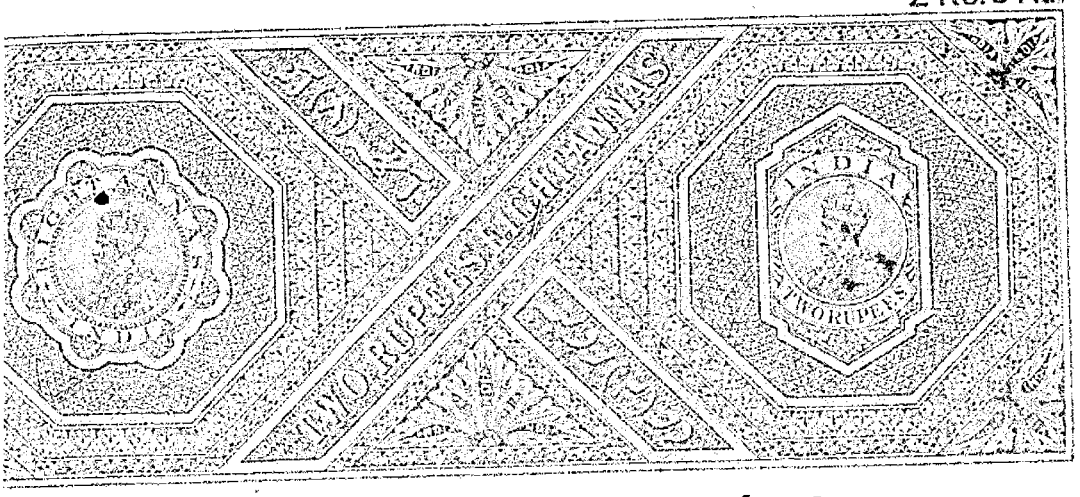

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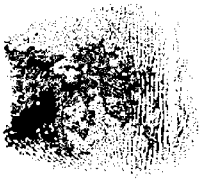

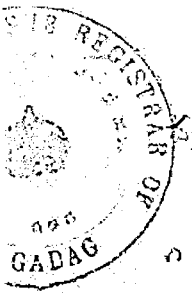

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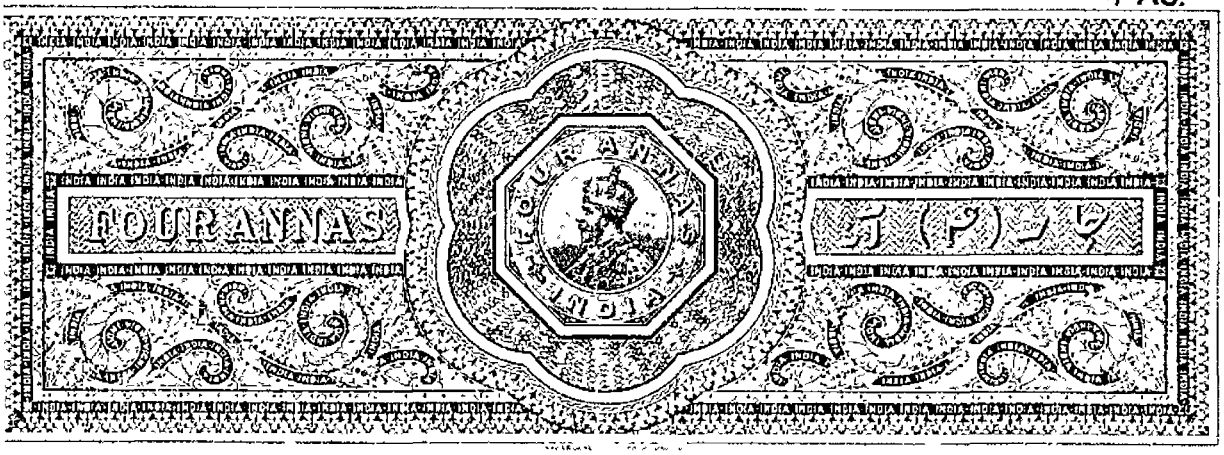

ONE RUPEE
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ہوا تھا۔ (اس کے بعد کی تاریخ) حضرت کو ضعف اور بخار کی وجہ سے بہت تکلیف ہوئی۔ اس وقت
میں نے اور مولوی عبدالرحمٰن صاحب نے حضرت کی خدمت کی۔ ایک رات حضرت کو بہت بخار تھا۔
حضرت اس وقت بہت بے چین تھے۔ اس وقت میں نے اور مولوی عبدالرحمٰن صاحب نے حضرت کے
پاؤں دبائے۔ حضرت نے فرمایا کہ تم لوگ جاؤ۔ میں نے عرض کیا کہ حضرت ہم لوگ آپ کی خدمت
کے لیے حاضر ہوئے ہیں۔ آپ کی خدمت کرنا ہمارا فرض ہے۔ حضرت نے فرمایا کہ اچھا تم لوگ
پاؤں دباؤ۔ میں نے اور مولوی عبدالرحمٰن صاحب نے حضرت کے پاؤں دبائے۔ حضرت کو بہت
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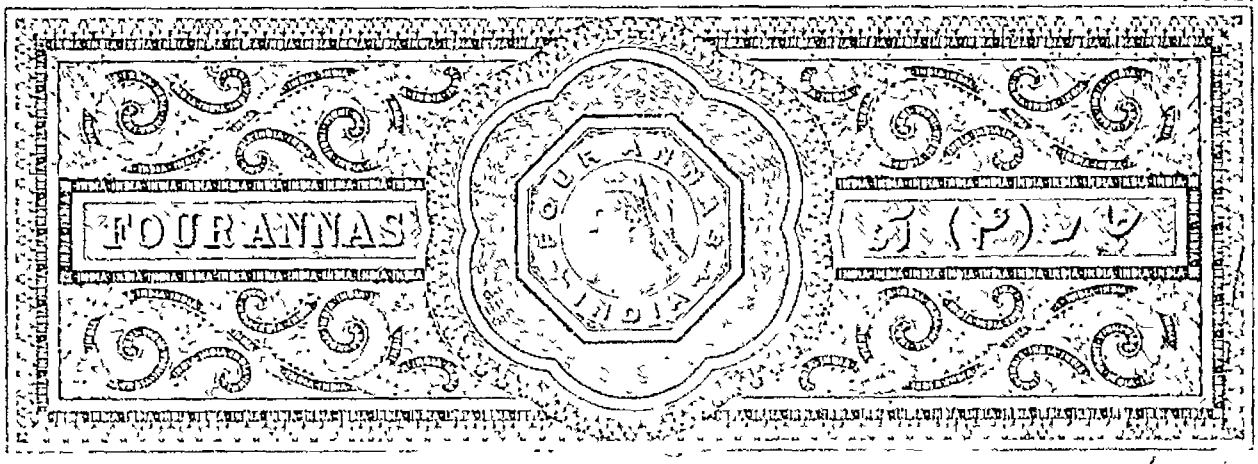

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ಕಾಲಾಂತರದಲ್ಲಿ ಸಂಸ್ಥೆಯ ಸಂಸ್ಥಾಪಕರಾದ ಶ್ರೀಮತಿ ಮಾಲತಿಯವರು ಸಂಸ್ಥೆಯ ಕಾರ್ಯಕ್ಷೇತ್ರವನ್ನು ವಿಸ್ತರಿಸಿ ಸಂಸ್ಥೆಯನ್ನು ಬೆಳೆಸಿದರು. ಸಂಸ್ಥೆಯ ಸಂಸ್ಥಾಪಕರಾದ ಶ್ರೀಮತಿ ಮಾಲತಿಯವರು ಸಂಸ್ಥೆಯ ಕಾರ್ಯಕ್ಷೇತ್ರವನ್ನು ವಿಸ್ತರಿಸಿ ಸಂಸ್ಥೆಯನ್ನು ಬೆಳೆಸಿದರು.

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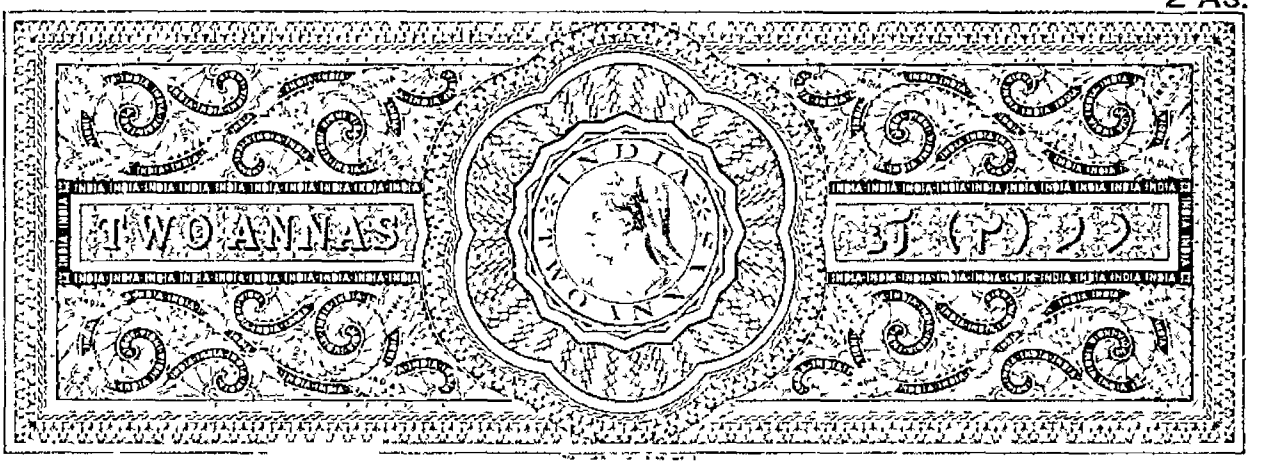

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ಕಾಲಾವಕಾಶವನ್ನು ನೀಡಲಾಗಿದೆ. ಈ ಅವಧಿಯಲ್ಲಿ ಯಾವುದೇ ಕಾರಣಕ್ಕೂ ಕಾಮಗಾರಿಯನ್ನು ಸ್ಥಗಿತಗೊಳಿಸಬಾರದು.

ಕಾಮಗಾರಿಯ ಪ್ರಗತಿಯ ಬಗ್ಗೆ ಪ್ರತಿ ತಿಂಗಳು ಪ್ರಗತಿ ವರದಿಯನ್ನು ಸಲ್ಲಿಸಬೇಕು.

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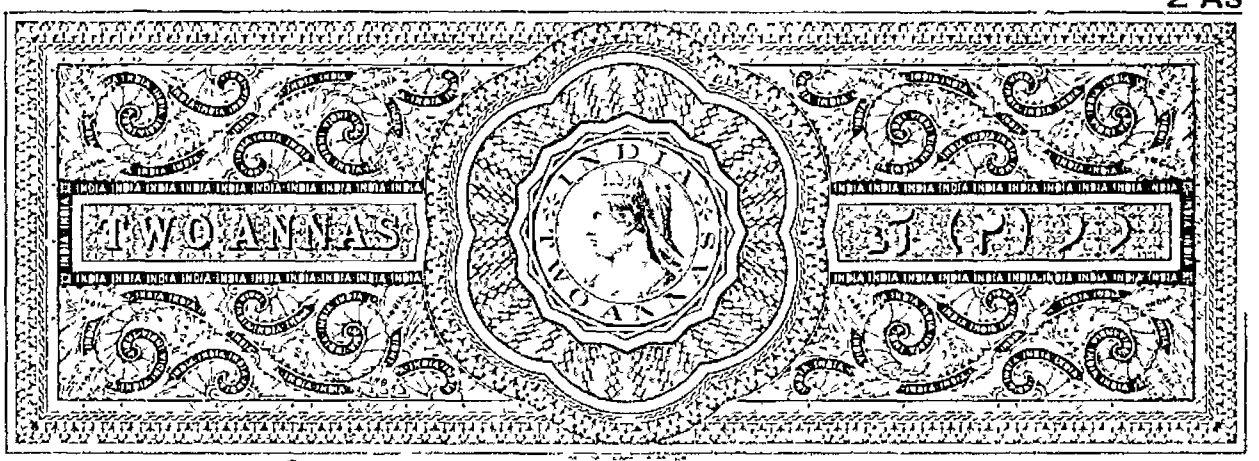

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ಅಲ್ಲಿ ಸ್ವಲ್ಪ ಹೊತ್ತು ಕುಳಿತು ಮಾತನಾಡಿಸಿ ಅವರ ಕಷ್ಟ ಸುಖಗಳನ್ನು ವಿಚಾರಿಸಿ ಅವರಿಗೆ ಸಾಂತ್ವನ ಹೇಳಿ ಬರುವುದು ಒಳ್ಳೆಯದು. ಹೀಗೆ ಮಾಡಿದರೆ ಅವರಿಗೆ ಸಂತೋಷವಾಗುವುದಲ್ಲದೆ ನಮಗೂ ಮನಸ್ಸಿಗೆ ಸಮಾಧಾನವಾಗುವುದು. ಇದರಿಂದ ಸಮಾಜದಲ್ಲಿ ಒಳ್ಳೆಯ ಹೆಸರು ಬರುವುದು.

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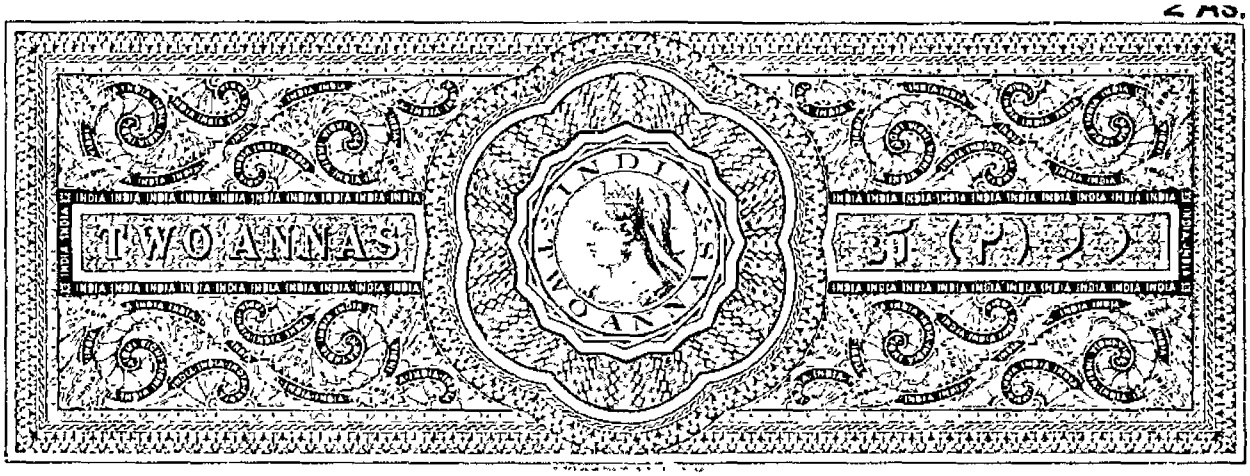
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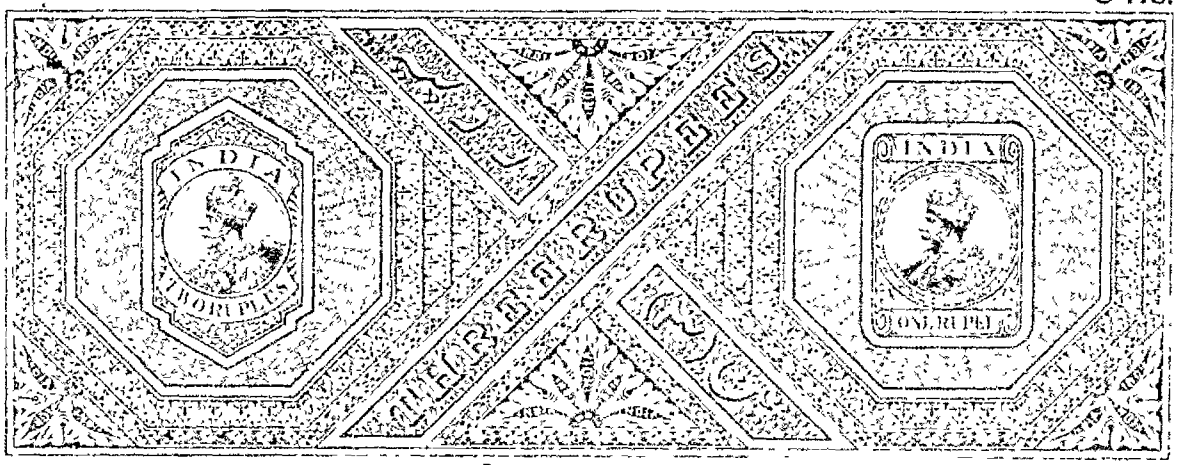

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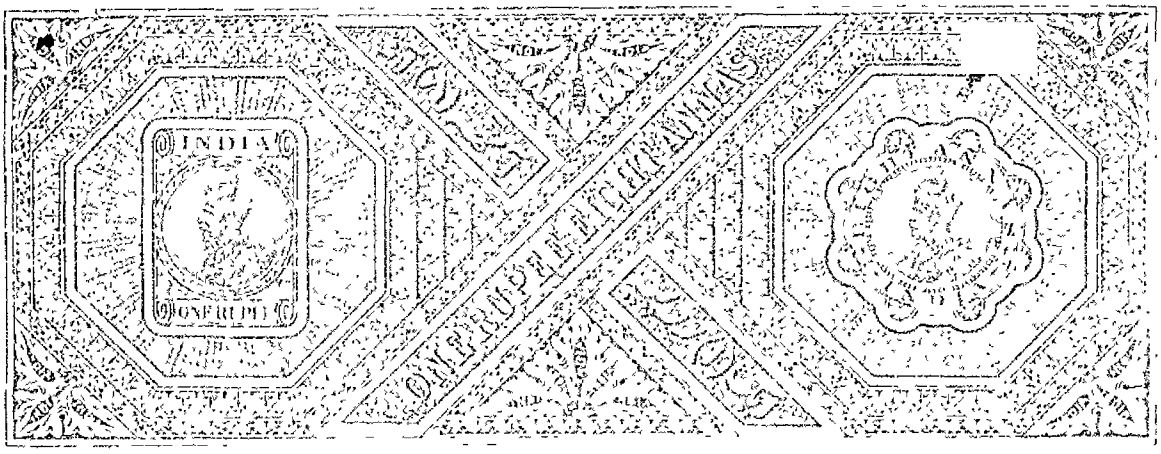

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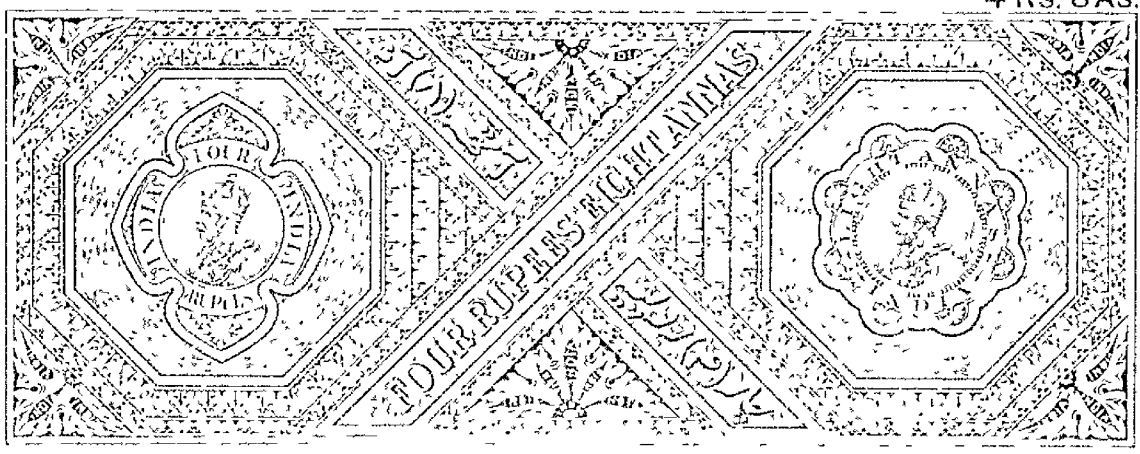

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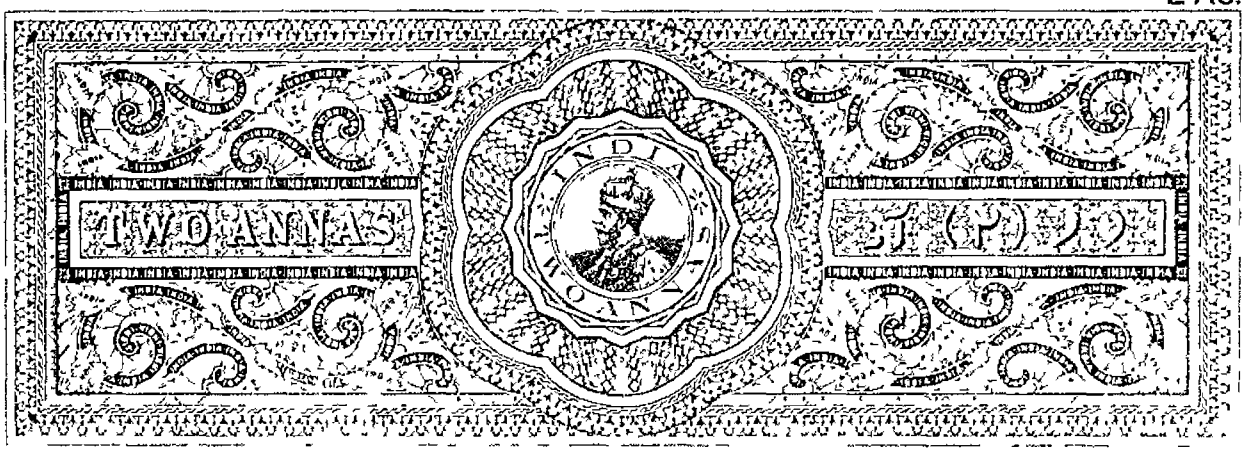

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ద తండ్రి ఎని చనిపోయిన పిండకి (గ)లక్ష్మీదేవి అమ్మగారు మరిన,
యొక్క ఇంటిని ఆమె పేరుమీదనే వారి కూతురు ఇచ్చివేయుటకు కింద
వ్రాసిచ్చిన ఆధారాన్ని కొంతకాలమ్మకి ఆమె అంగీకరించి అనేక
కారణాల వల్ల తిరుగు ఇమ్మని కోరినందున ఆమె ఇవ్వడానికి ఒప్పుకోక
ఇవ్వకపోవడం వలన ఆమె మీద కోర్టులో దావా వేయడం జరిగింది
ఆ దావా సంబంధించి ఆమె ఇచ్చిన వాంగ్మూలం ఆధారంగా
ఆమె ఇంటిని ఆమె పేరుమీదనే ఇవ్వడానికి ఒప్పుకోవడం జరిగింది

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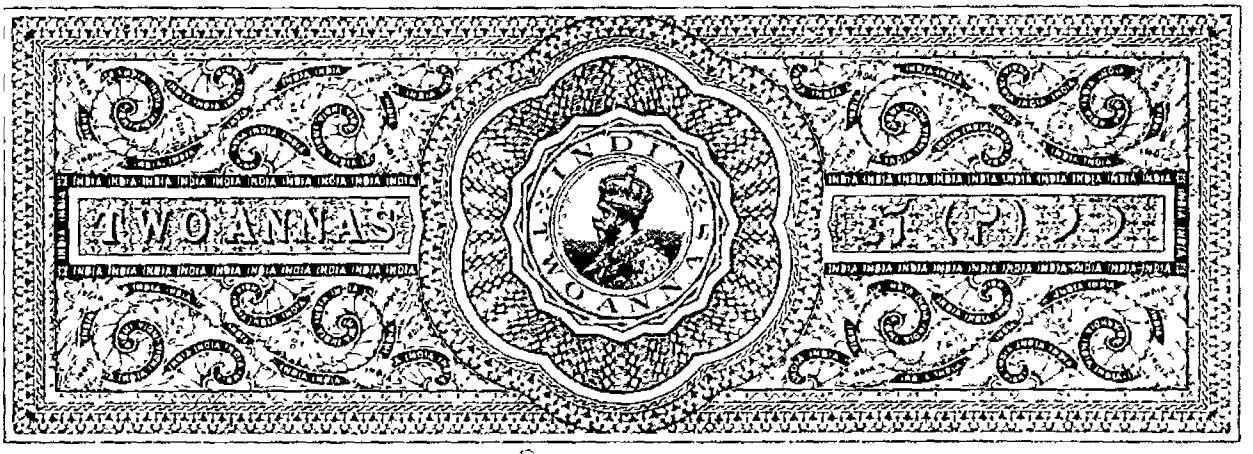

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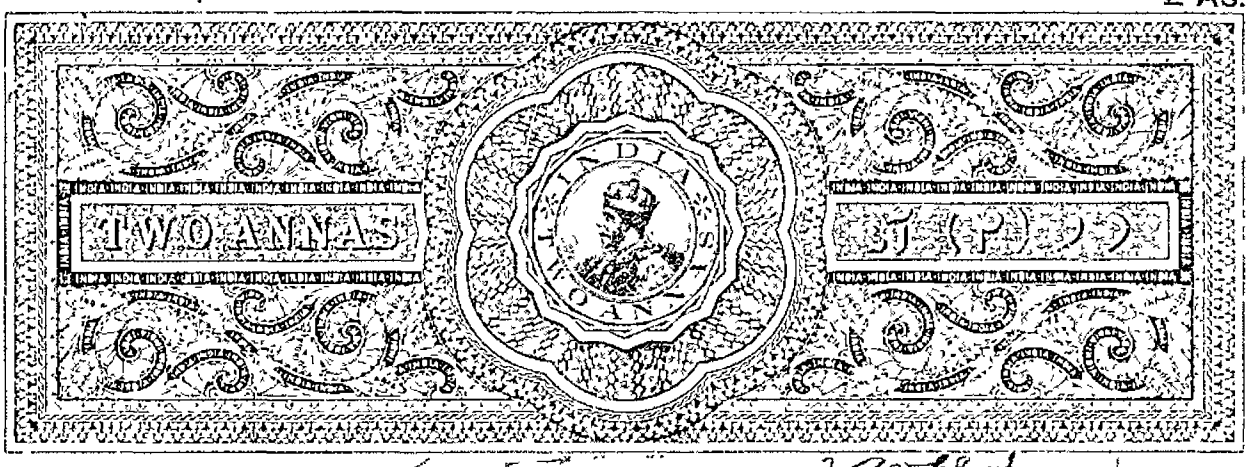
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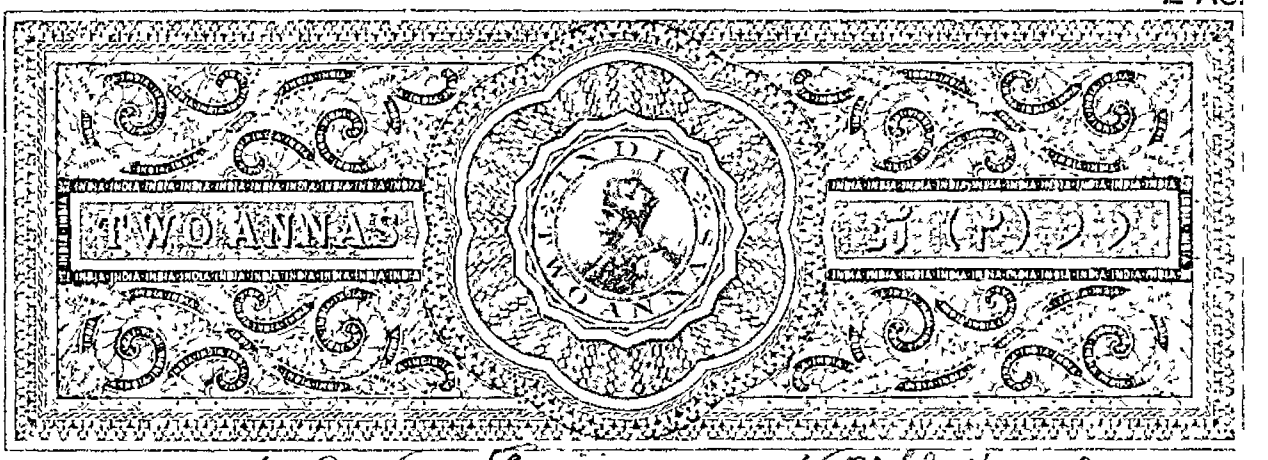
Yours faithfully

Venkaji Pandurang Nerlekar



Agreement of Venkaji Pandurangji

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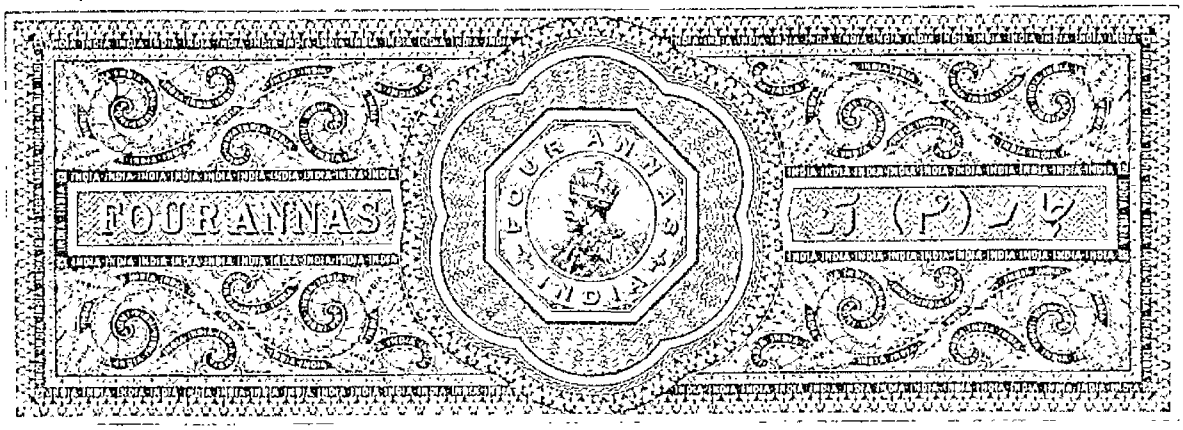


ప్రకటన కర్ణాటక ప్రభుత్వ ఉద్యోగులందరికీ తెలియజేయునది ఏమనగా

ఉద్యోగులందరూ తమ సంస్థకు సంబంధించిన ఫైళ్ళను తమ వద్ద

ఇరవై ఐదు సంవత్సరాలకు మించి ఉంచుకోకూడదు. ఇరవై ఐదు

సంవత్సరాలు దాటిన ఫైళ్ళను తప్పనిసరిగా సంబంధిత విభాగానికి

అప్పగించాలి. అలా అప్పగించని పక్షంలో ఆ ఫైళ్ళను

ఉద్యోగులే బాధ్యత వహించవలసి ఉంటుంది. ఈ విషయాన్ని

ప్రతి ఉద్యోగి తప్పనిసరిగా గమనించవలసిందిగా కోరడమైనది.

ఇట్లు,
కె.ఎస్. రామయ్య
సంచాలకులు
ప్రచార శాఖ

INDIA
ONE RUPEE
INDIA
ONE RUPEE

Sub Registrar

322

ಸಮಸ್ತ ಶ್ರೀ ಮುಹತ ರಂಗಪೇಕ್ಷರ ಪೇಕ್ಷಸಕ್ಕಾರರು

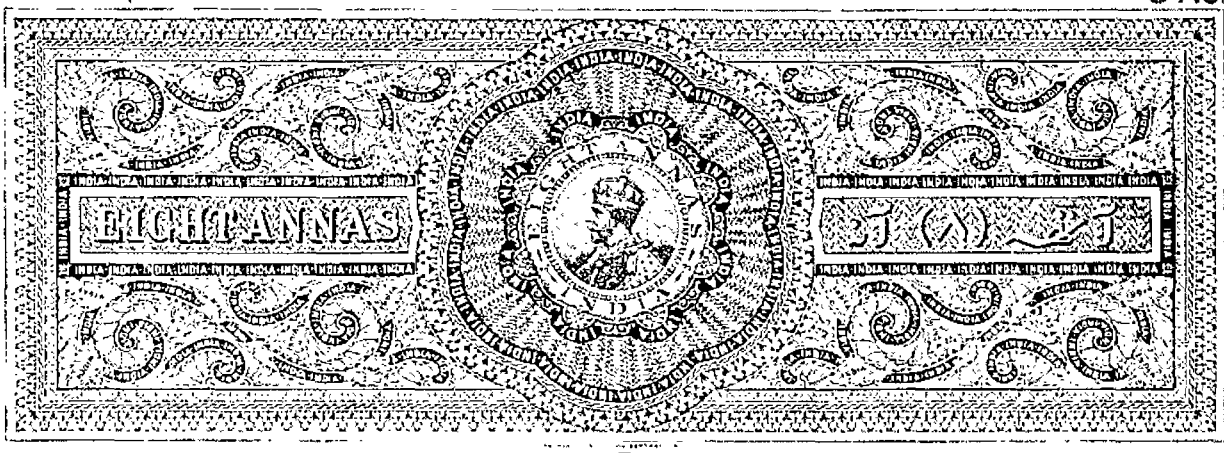
ರಥೋತ್ಸವ ಪತ್ರಿಕೆ

ಮಿ ೦೭. ೦೭.

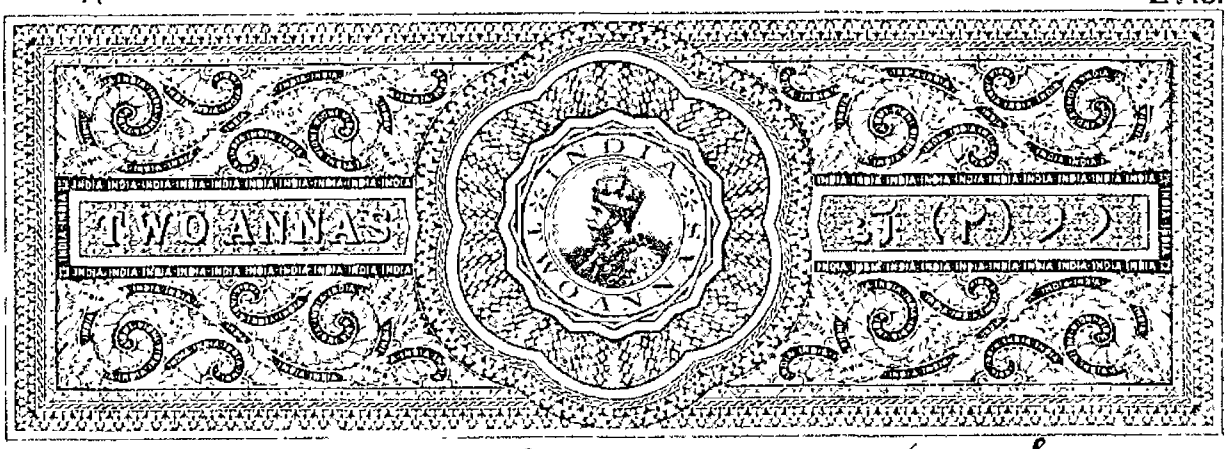
ತಾರೀಕಿನ ಗ್ರಹಸ್ಥರು

ಲಿಸೀಟು ೦೨. ಥಮುಗ್ರಾಮದ ಗ್ರಾಮಸ್ಥರು ಸ್ವಸ್ಥಿ ಶ್ರೀ ಸರ್ವಜಿತುವಿನಲ್ಲಿ ವಿಜಯಪ್ರಾರಂಭ ಕ ನು ಮದೇಸಂದಾಯ

ಗ್ರಾಮದ ಸಮಸ್ತ ಗ್ರಾಮಸ್ಥರು


8 As.
EIGHT ANNAS
INDIA

449.



ಮಾಡಿದ್ದೇನೆ.

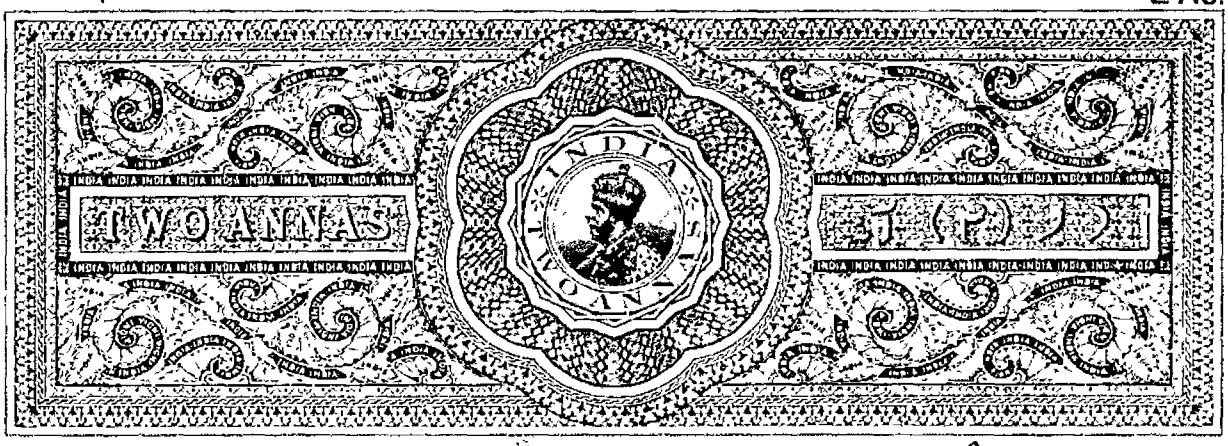
ಮೇಲೆ ಹೇಳಿದ ಅಂಶಗಳು ನನ್ನ ಅರಿವಿಗೆ ಮತ್ತು ನಂಬಿಕೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸತ್ಯವಾಗಿರುತ್ತವೆ.

ಸಹಿ -

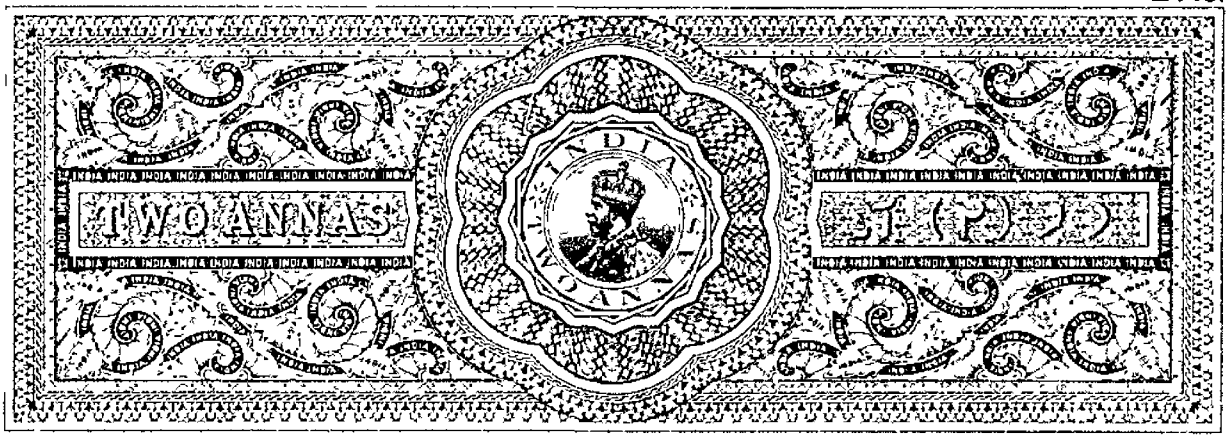
ಹೆಸರು - ಪದನಾಮ ಮತ್ತು ಕಚೇರಿಯ ವಿಳಾಸ

ಸ್ಥಳ - ದಿನಾಂಕ -

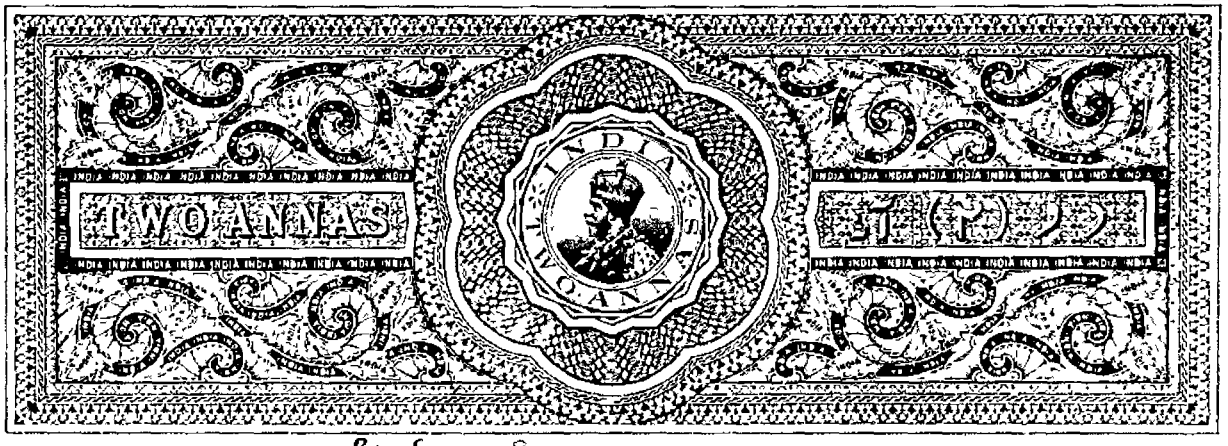
450.



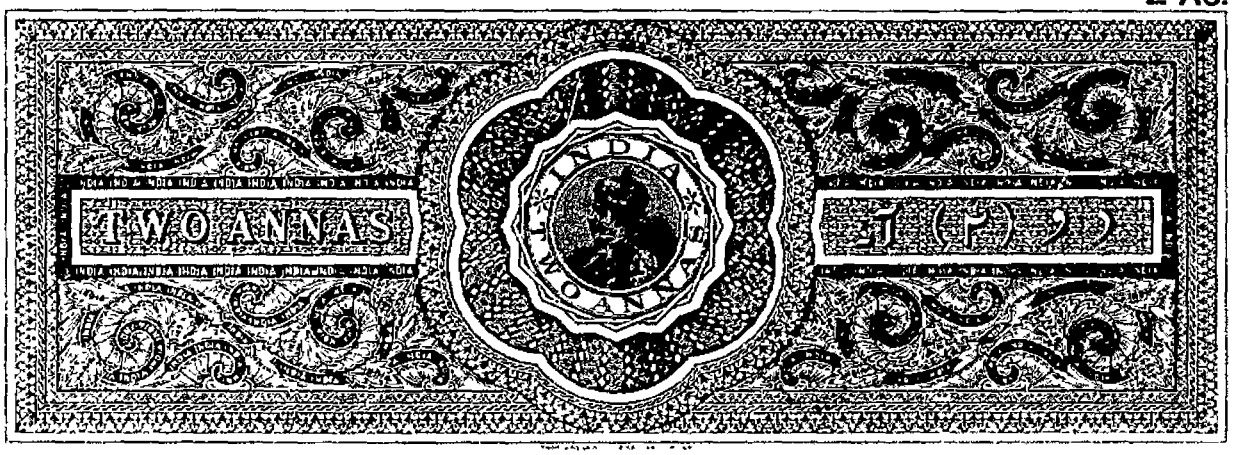
451

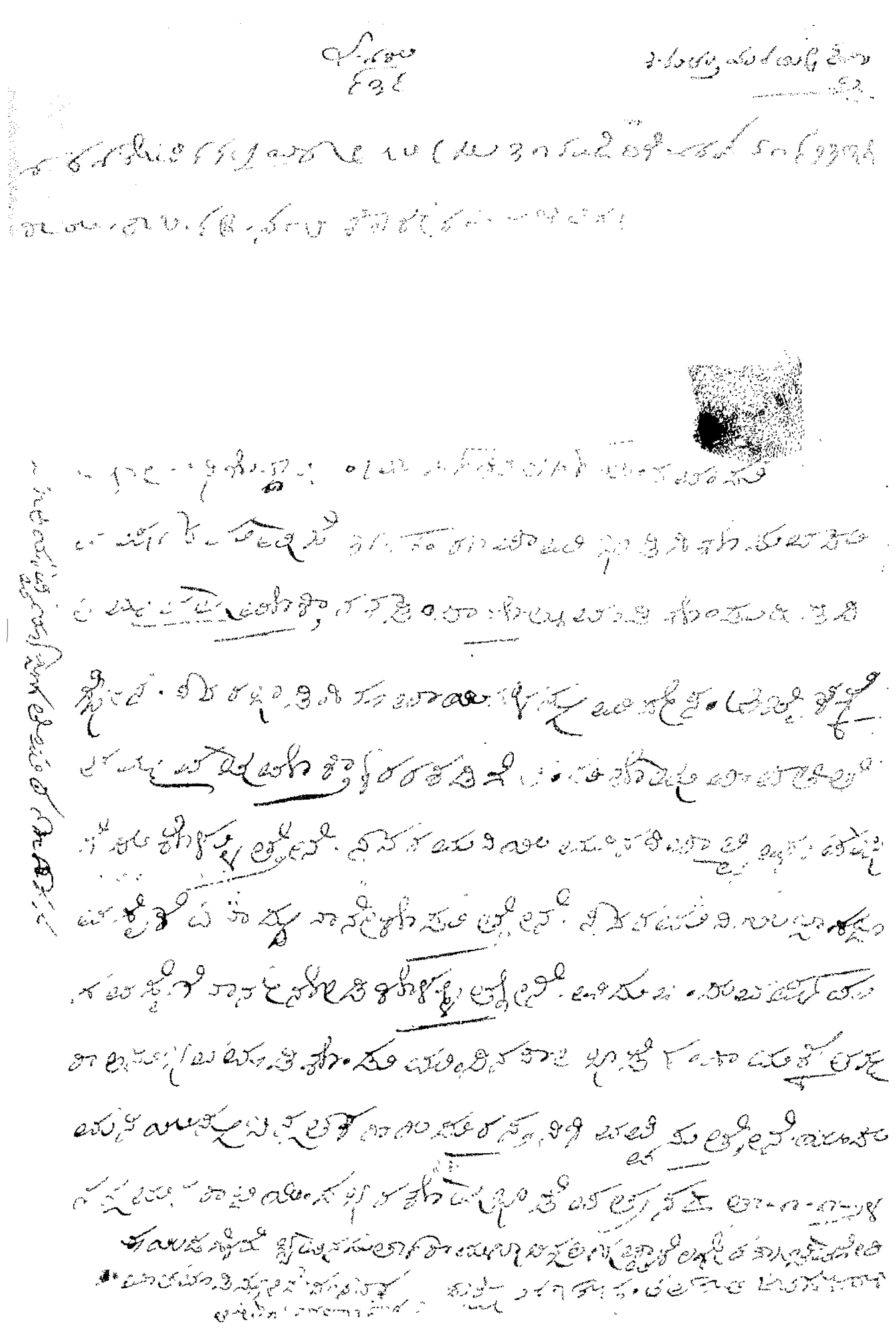


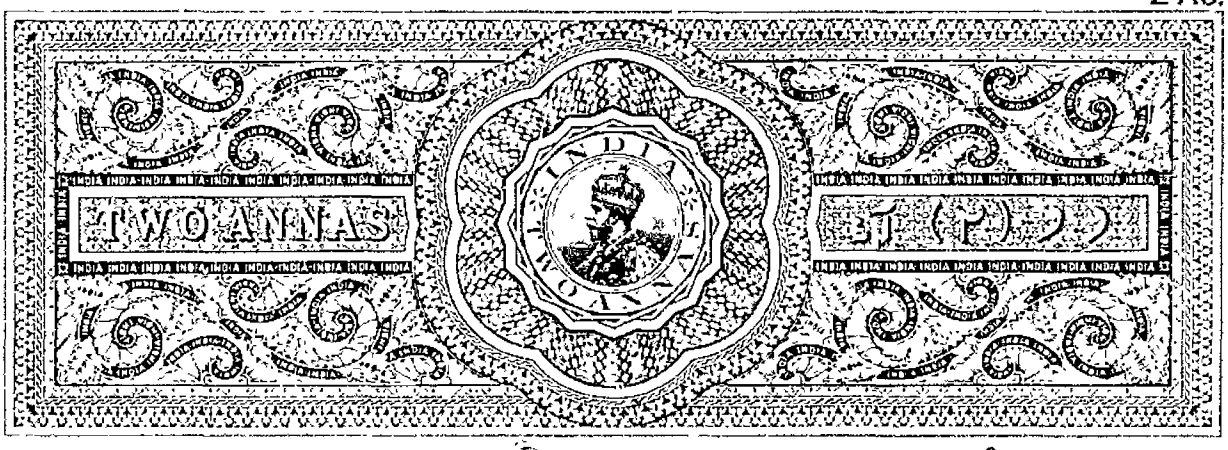
452



453






2 As.
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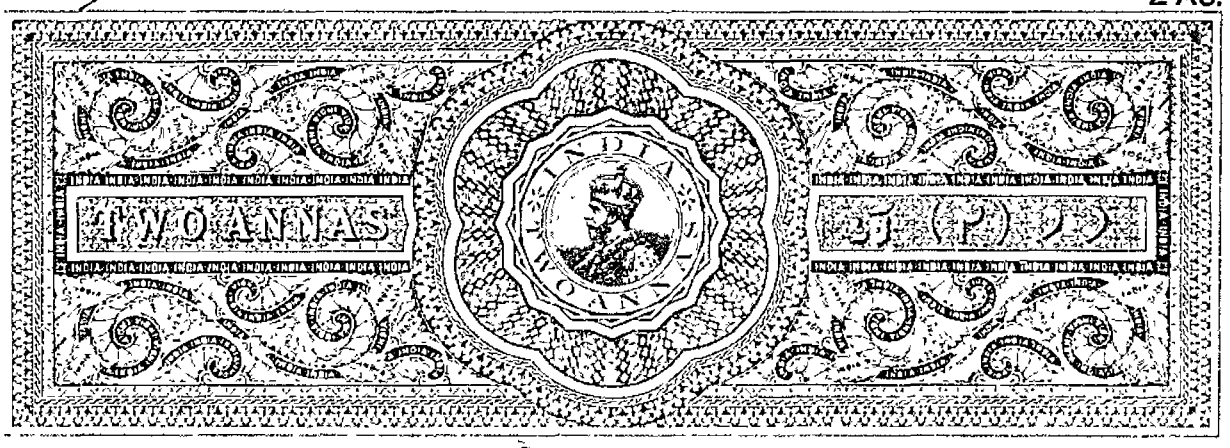
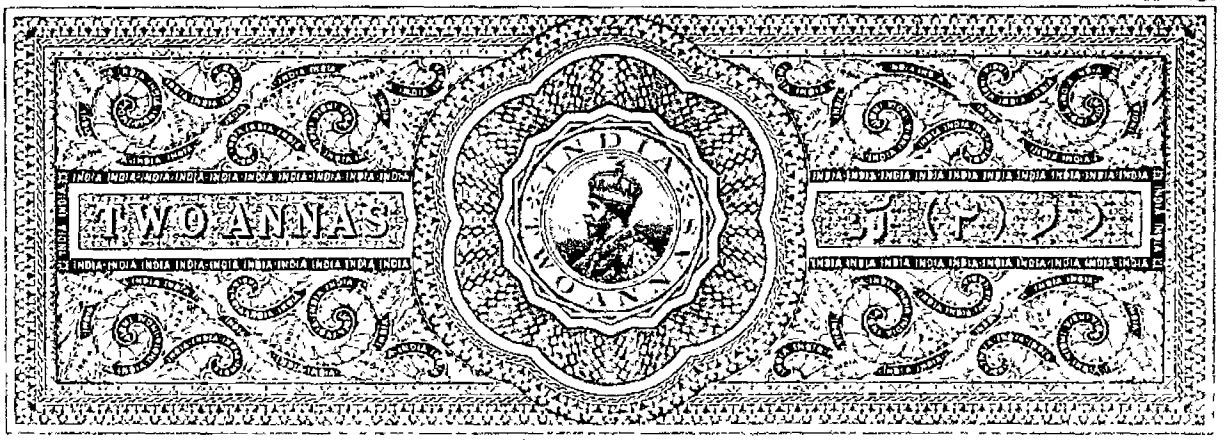
INDIA
TWO ANNAS

455

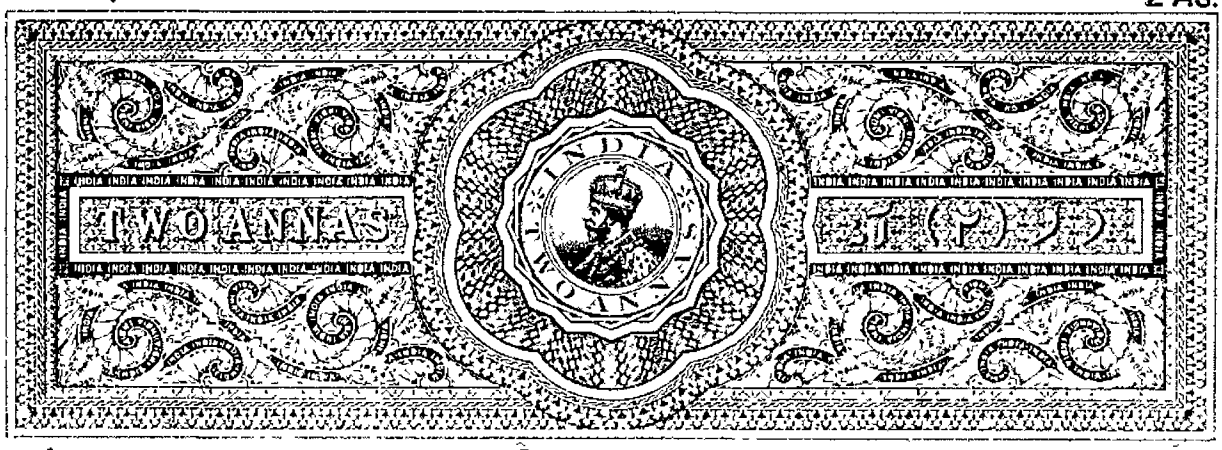


399.

456



457



8 As.
EIGHT ANNAS
INDIA

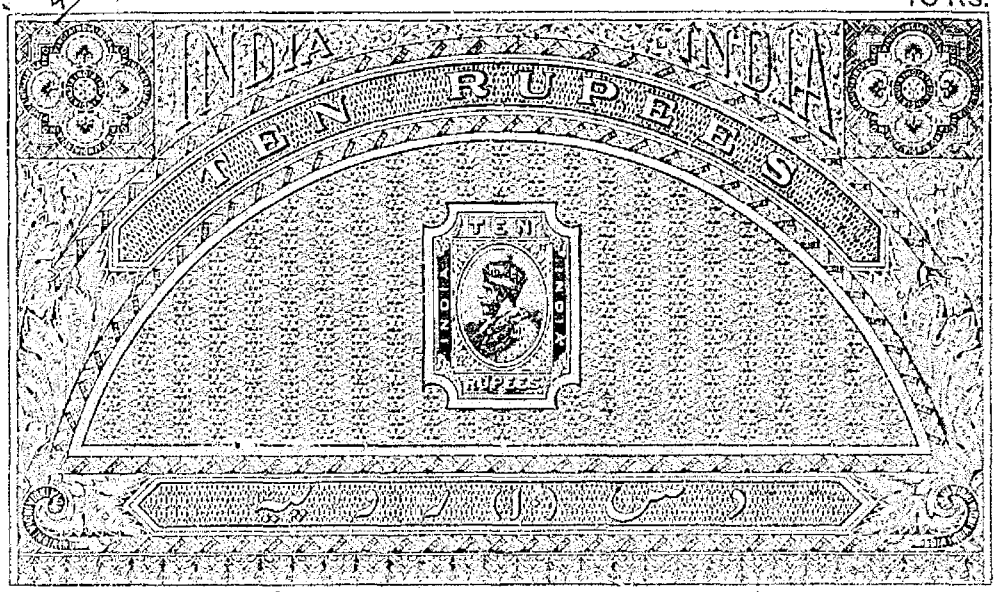
459.

460

4 Rs. 8 As.

461

10 Rs.



ಅ.ಚಿ.ಸಂ. 241 ಸ್ಟಾಂಪು ಕಾಗದ ಕಿಮ್ಮತ್ತು ೧೦-೦-೦.

ಶ್ರೀಮಾಲೂರುಂಡು ತಾಲ್ಲೂಕು ಕಚೇರಿಯಲ್ಲಿ ಇಂದಿನ ದಿವಸ ೨೯-೯-೧೯೩೦ನೇ ಇಸ್ವಿಯಲ್ಲಿ

ನೈತಿಯುಪ್ಪಾ ಚನಬಸಪ್ಪನವರ ಸಾಲಗಾರರಿಗೆ -

ಬರೆದುಕೊಟ್ಟ ಪ್ರಾಮಿಸರಿ ನೋಟು ಬರೆದವರು

ಸಾಲದ ಮೊತ್ತ ರೂ. 4-೦-೦

ಬಡ್ಡಿ ಸಂಬಂಧ " ೦-೧೦-೦

ಖರ್ಚು " ೦-೪-೦

ಒಟ್ಟು ರೂಪಾಯಿಗಳು ೧೦/೨ಕ್ಕೆ

ಒಟ್ಟು " ೪-೧೪-೦.

ಪೇಜು ನಂಬರ 102೦
ನಂಬರ್ 1930 ಇಷ್ಟಕ್ಕೆ ಸ್ಟಾಂಪು ೨೯
ಪಾವತಿಯಾದ 4 ನಂಬರ್ 5
ರ ರವರಿಂದ NLD ಸಾಲ-ವಜೀಫೆ
ಪಟ್ಟಿಯಲ್ಲಿ ಬಂದು ಬಿಟ್ಟಿದೆ
ಸಿ.

ಸಾಲಗಾರರು ಸಹಿ ಮಾಡಿದವರು

ಸಾಲ-ವಜೀಫೆ ಕಲೆಕ್ಟರ್, ಚಿಕ್ಕಬಳ್ಳಾಪುರ

ಸಾಲ-ವಜೀಫೆ ಕಲೆಕ್ಟರ್, ಚಿಕ್ಕಬಳ್ಳಾಪುರ

೧೦೦೦/-

೨೯-೯-೩೦.

ಕಂಡಕ್ಟರ್ ಕಂಪನಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ ಕೆಲಸ : ಕೊಂಡ ಬಂಡಿಪೋರ ಅಂಚೆ

ಪುಟ 2

ನಿಮಲ ಕುಮಾರ -

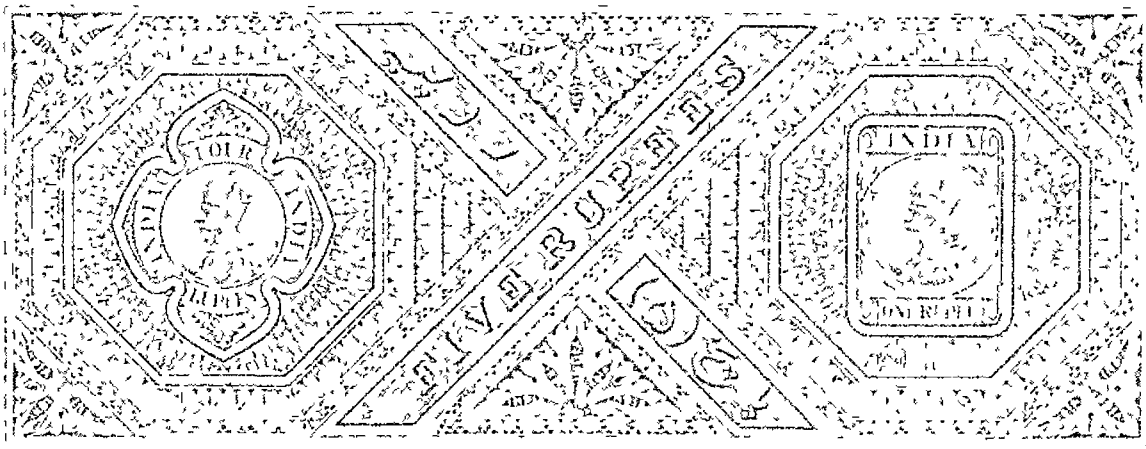
ಕೊಂಡ್ಲಿ ಕಂಪನಿಯವರು ಕೆಲಸಕ್ಕೆ ಕರೆಯಿಸಿದ ಕಡತದ ಪತ್ರ ಸಂಖ್ಯೆ :

ತ ಅಂಚೆ ಕಾರ್ಡಿನಲ್ಲಿ ಬರೆಯಿರಿ —

ಲಾಸನ್ ಕಡತದ ಪತ್ರ)

ದಿನಾ ಪ್ರಕಾರ ಮಾಡಿದ್ದೇನೆ ನೀವು ಗುಂಡಿ ಅಂದು ಕೆಲಸಕ್ಕೆ ಬಂದಿಲ್ಲ ಕಾರಣ ಕೇಳಿ
ಎಂದು ಕೇಳಿದ್ದೇನೆ. ಕಡತದ ಪತ್ರ ಸಂಖ್ಯೆ ಸಿಕ್ಕಿದ ಸಂಖ್ಯೆಯಲ್ಲಿ ಕೆಲಸಕ್ಕೆ ಬಂದಿಲ್ಲ
ಕೆಲಸಕ್ಕೆ ಬಂದಿಲ್ಲ ಕಾರಣ ಕೇಳಿ ಪತ್ರ ಬರೆದಿದ್ದೇನೆ ಕಡತದ ಪತ್ರ ಸಂಖ್ಯೆ ಸಿಕ್ಕಿದ ಸಂಖ್ಯೆಯಲ್ಲಿ

5 Rs.

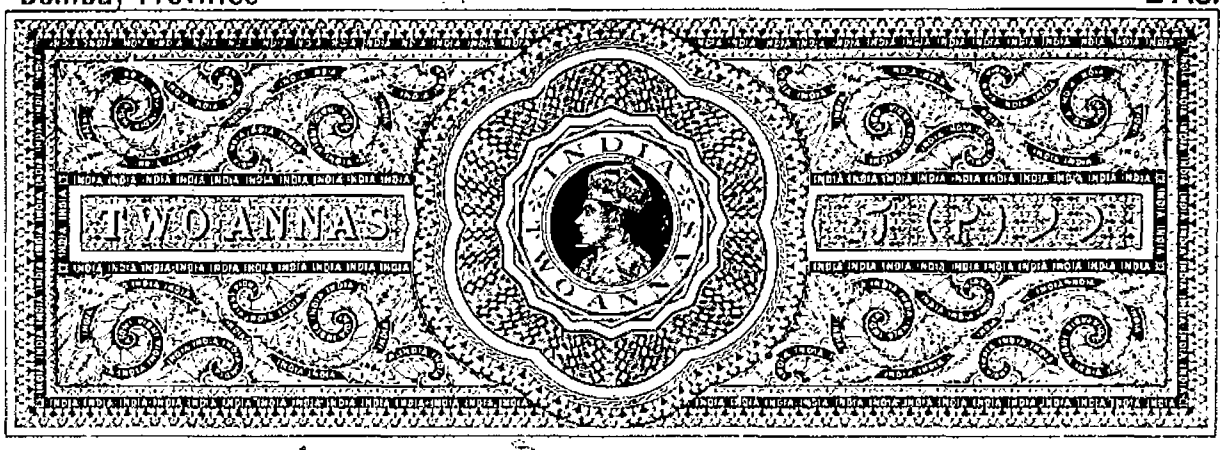


406 92
94
990

7 OCT 1930

20 SEP 1930

Bombay Province 2 As.

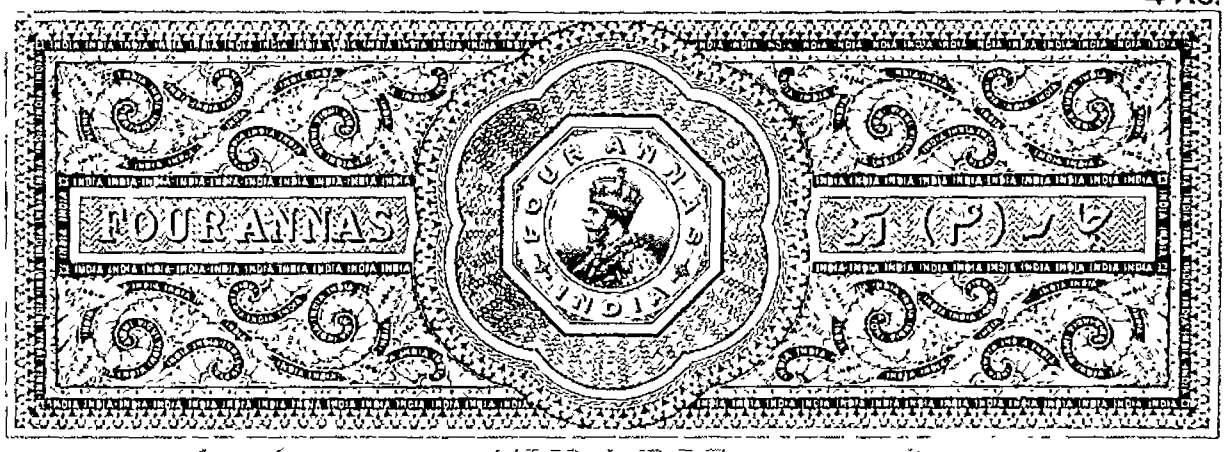


462

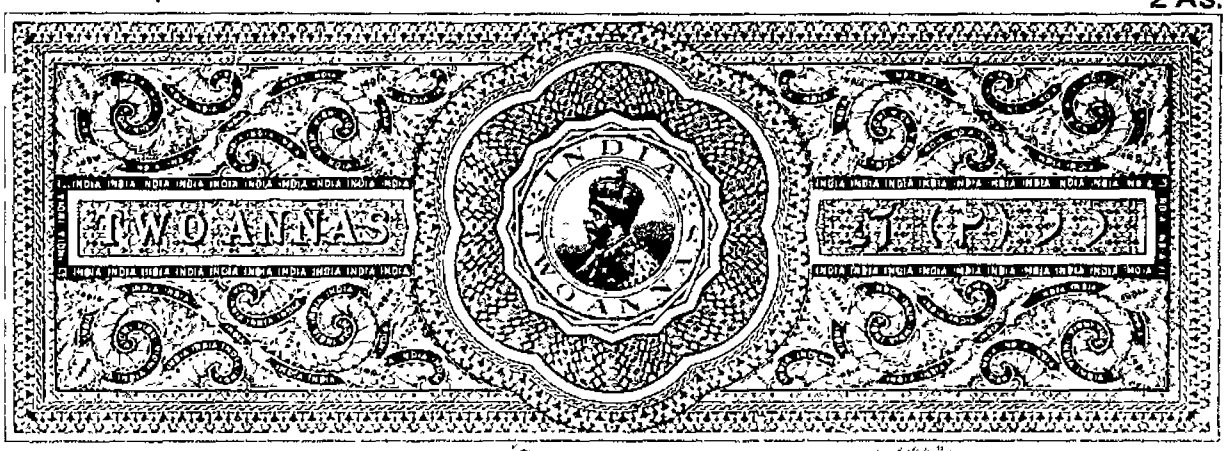
463 86 12 As.

TWELVE ANNAS INDIA TWELVE ANNAS

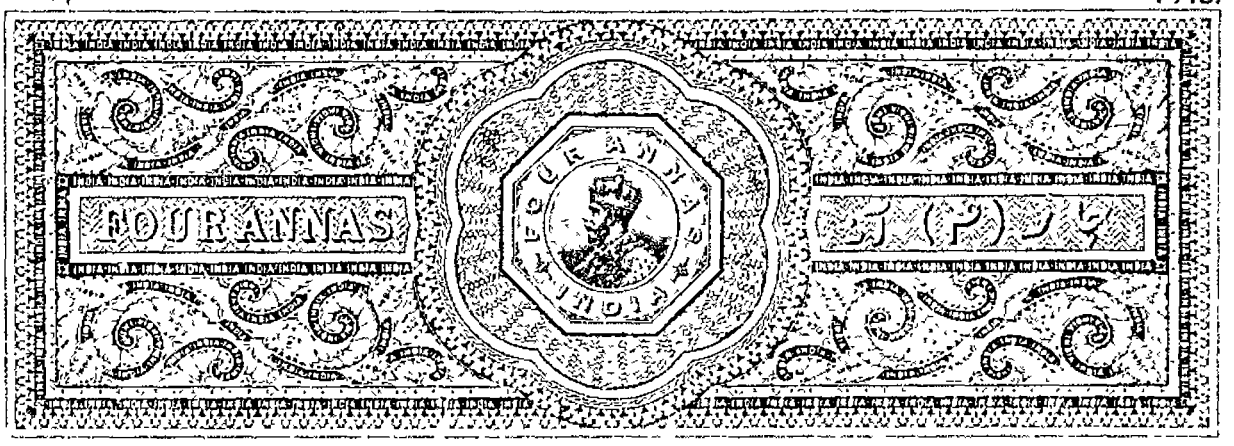
4 As.



464



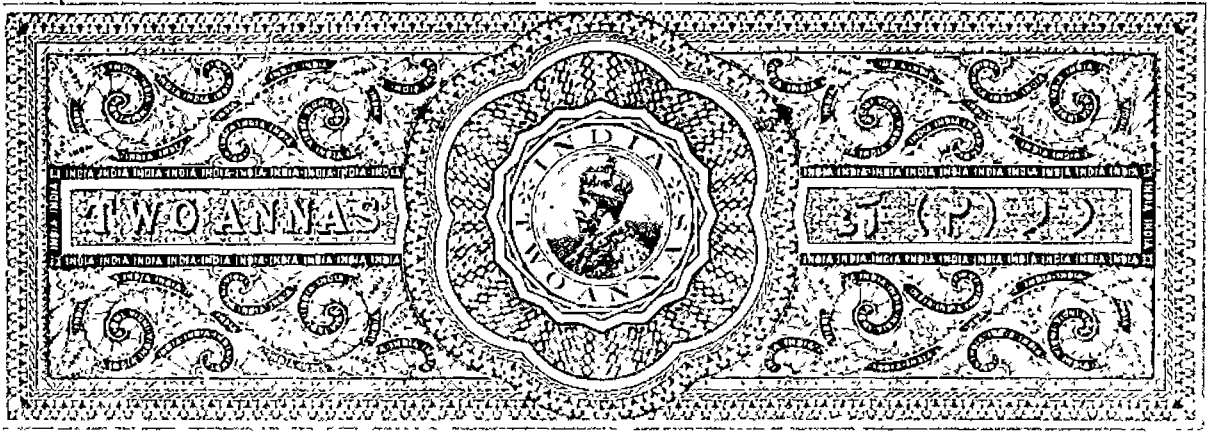
4 As.



113

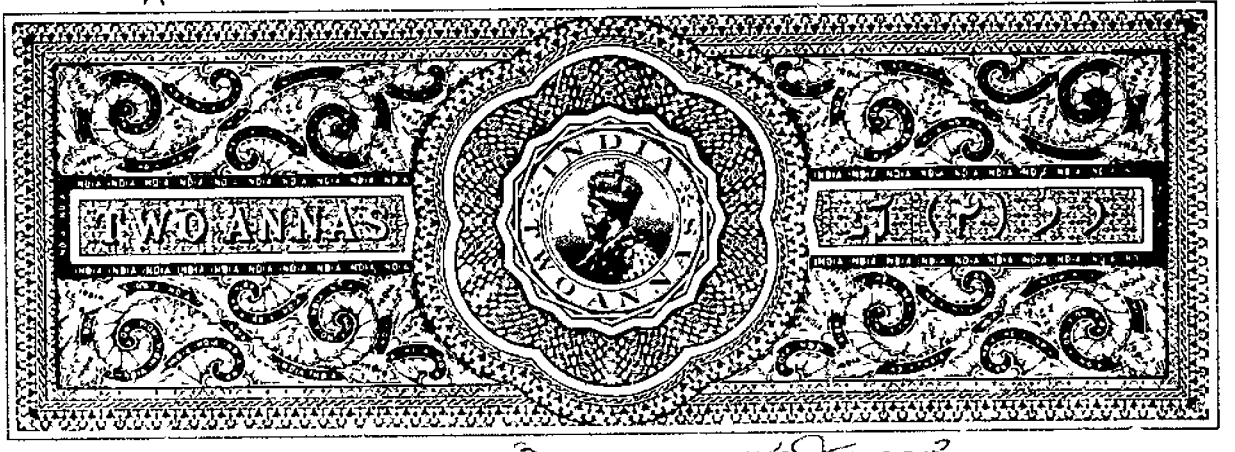
466

2 As.


2 As.
TWO ANNAS
INDIA

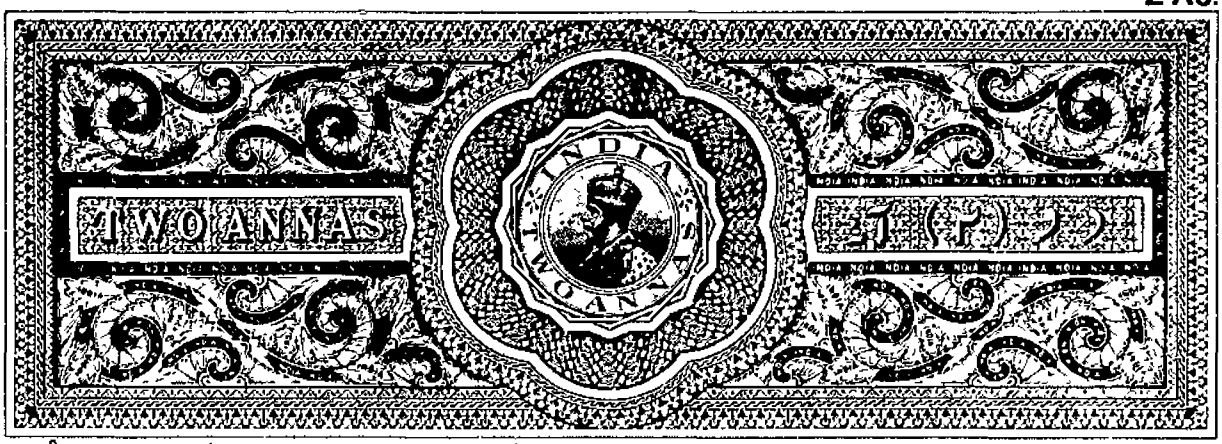
468-

2 As.



469

2 As.



ಶೀಲಸಂಪದ

ದೊ ಆನಾ

ಕಡಿ

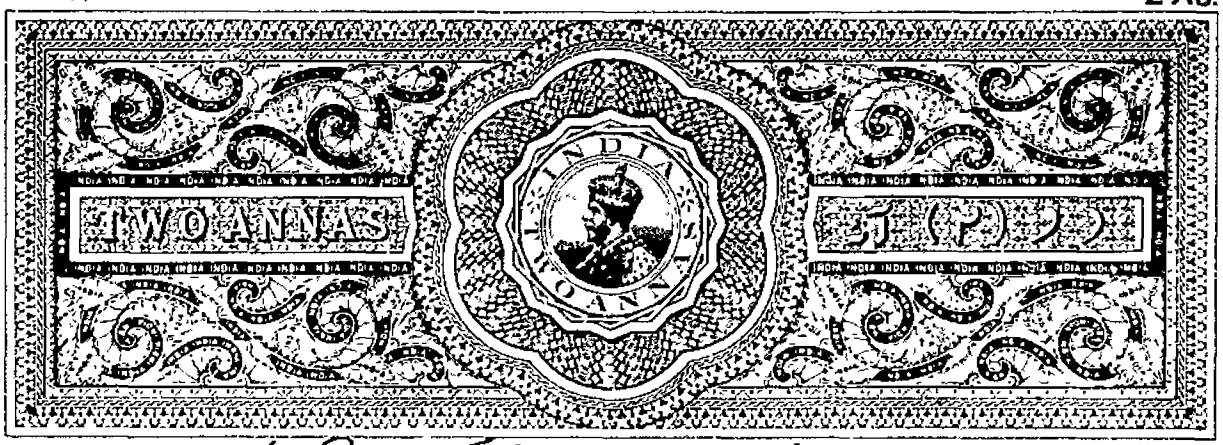
ಗದಗ ಶಿರಹಟ್ಟಿ ಮಾರ್ಗದಲ್ಲಿ ಬರುವ ಗ್ರಾ-ಸಂ-ಕಛೇರಿಗೆ ಬರಲು

ಅನುಮತಿ ಮೇರೆಗೆ ಕುಂಚಿಕೊರವರ ವಸತಿಗಾಗಿ ಹಾಗೂ

A.C Laxmeshwar

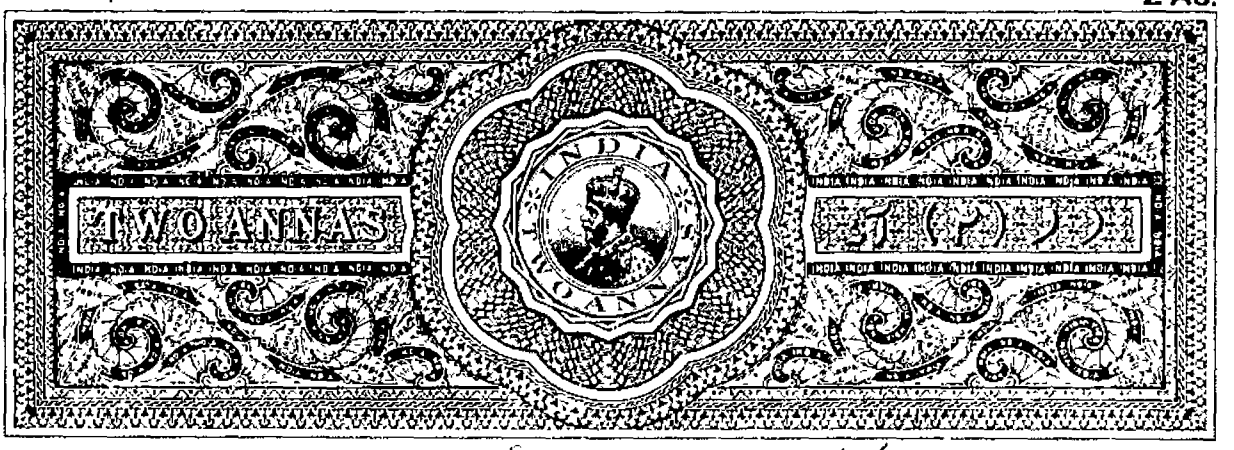
J.C

470



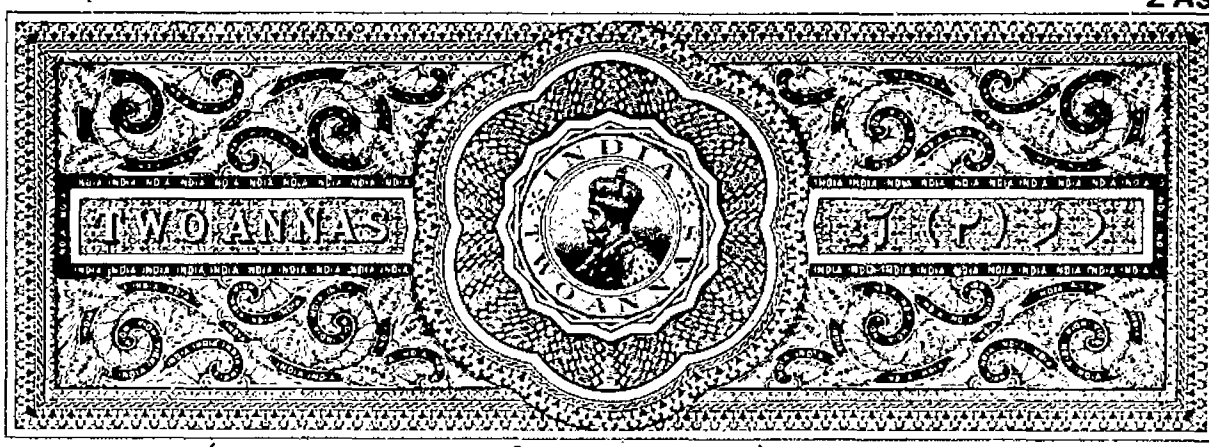
411

2 As.



ಅನಂತರ ಟ್ವೋ ಆನಾಸ್ ಎಂಬಲ್ಲಿಂದ
ಕನ್ನಡಲಿಪಿಯಲ್ಲಿ ಬರೆದ ಒಕ್ಕಣೆ ಬರೆದಿದೆ.
ಚಕ್ರವರ್ತಿ ಪರಮೇಶ್ವರನಿಂದ ಕೊಟ್ಟಿದ್ದು ಎಂಬ ಅರ್ಥ ಕೊಡುತ್ತದೆ.

ವಿ.ವಿ. ಶಿರೂರ



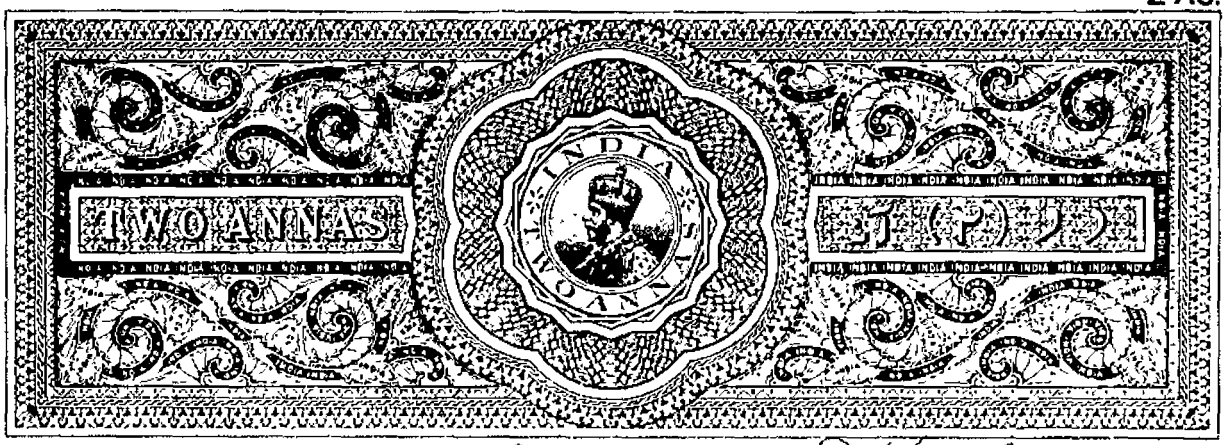
ಸಂ.ನಂ.೧೦೧೨ ದೋ ರುಪಾಯಾ ಕೆ.ಕೂ-೨೦.

ಸಾಹುಕಾರರು ಸಾಲ ಕೊಟ್ಟ ಪತ್ರ ಸಂ- ಗ-೩೪.

ರೈತರು ಬಾಳ್ಳ ಸಂಗಿಯಾಳ್ಳ ಕೆಲ್ಲದ ಲಿಖಿತ ಪತ್ರ ಬರೆದ ಕೊಟ್ಟ ಪತ್ರ ಇದಾಗಿದೆ. ಇ. ಪ. ಶತಮಾನ. ಕಾಪ್ಪಿ ಎಂದು ಬರೆ.

473

2 As.



రెండు అణాలు

दो आना

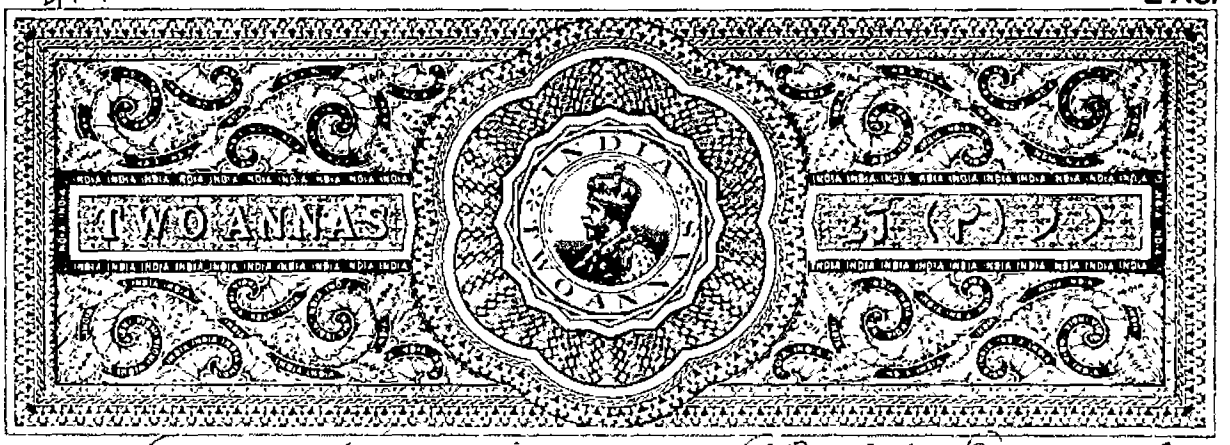
రెండు అణా-

ಸರ್ಕಾರಿ ಖಾತೆಗಳಲ್ಲಿ ಮಾತ್ರ ಉಪಯೋಗಿಸಲು ಮಾತ್ರ ಅನುಮತಿಸಲಾಗಿದೆ

R. Venkatesan

474

2 As.



ಅನಂತಚಿದ್ ಯುಗದೀಶ್ವರಾಯ್ ಶ್ರೀ ಭಗವಾನ್ ಸದಗಶಿಷ್ಯಾಕಿರಣ್ಮಲಿಯಿಂದ-ಎಂಬಂತಿದೆ

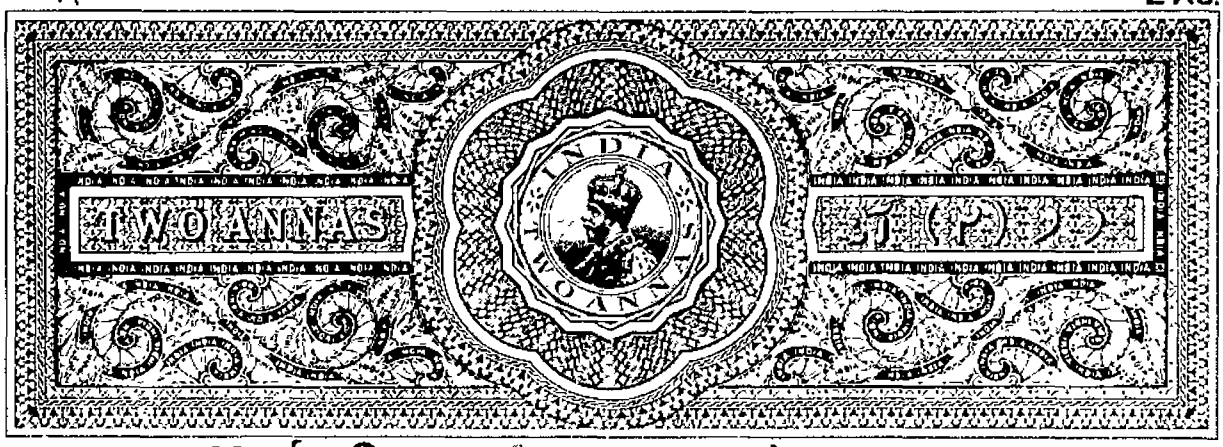
ಮುದಶೀಲ ನರನಲ್ಲಿ ಮೃದು ಸಾಂಗತ್ಯಲೀಲೆಗೆ

ವಿ.ನಿ.ಭೂತ

ವಿ. ನಿ. ಭೂತ-ಚ್ಛಿಂಪಕ

475

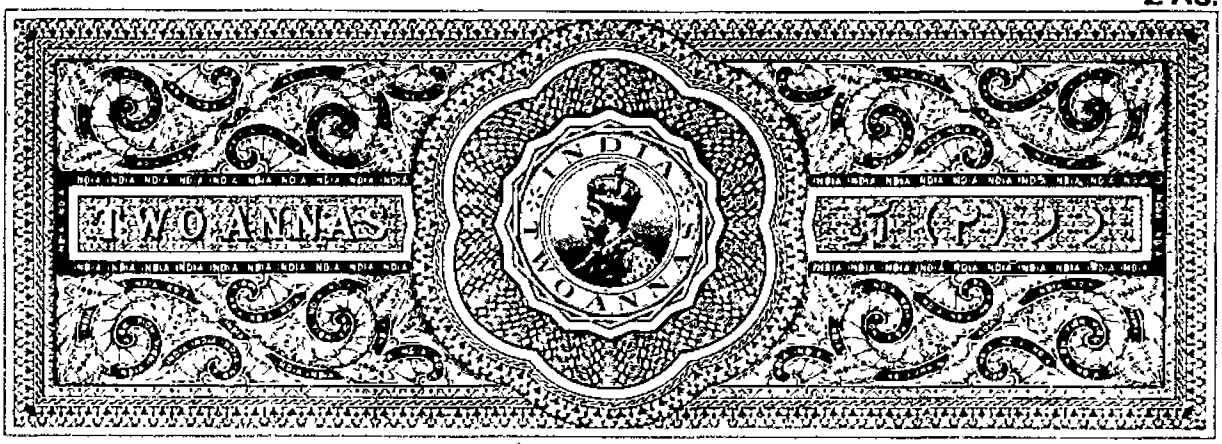
2 As.



ए. ने. ११ दो आना ३. ४०-१-०.

476

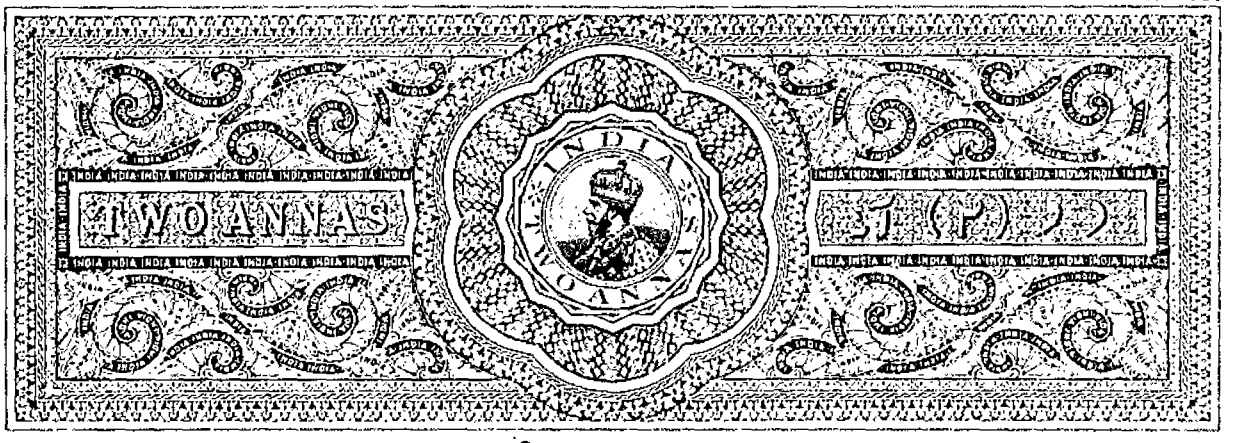
2 As.



दो आना

477

2 As.

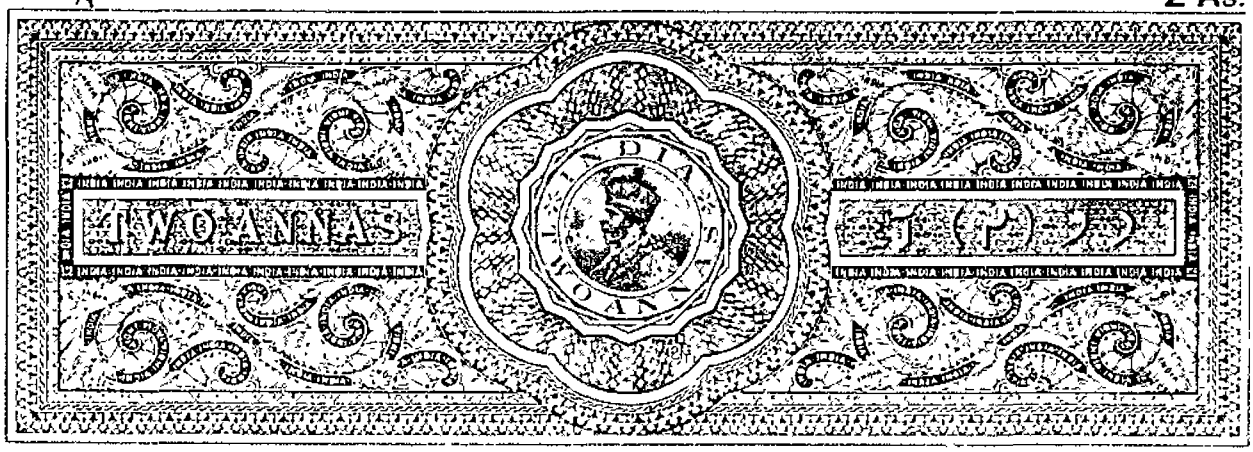


दो आना

ಮೂರು
353

ಸದರಿಲೆಕ್ಕದ ಅಡಿಯಲ್ಲಿ ಇಲಾಖೆಯಲ್ಲಿ ಹೊಸದಾಗಿ ಪ್ರಾರಂಭ
ಮಾಡಿರುವ ಇನ್ನು 1933 ನೇ ಮಾರ್ಚಿ ತಿಂಗಳ ಖರ್ಚಿಗೆ ಸಂ ಪ, ಅಂದಾಜು ಪಟ್ಟಿಯಲ್ಲಿ

478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ఈ పుస్తకం మీకు ఉపయోగపడితే, మీ స్నేహితులకు కూడా ఉపయోగపడుతుందని భావిస్తే, మీరు కూడా దీన్ని మరొకరికి పంపించండి. ఈ పుస్తకాన్ని ఎవరికి పంపించాలనుకుంటున్నారో వారి పేర్లు, ఈమెయిల్ చిరునామాలు ఇక్కడ రాయండి.

ఈ పుస్తకం చదివినందుకు ధన్యవాదాలు

మీ అభిప్రాయాలు, సలహాలు, సూచనలు మాకు ఈమెయిల్ చేయండి.

మీ అభిప్రాయాలు మాకు ఈమెయిల్ చేయండి.

479

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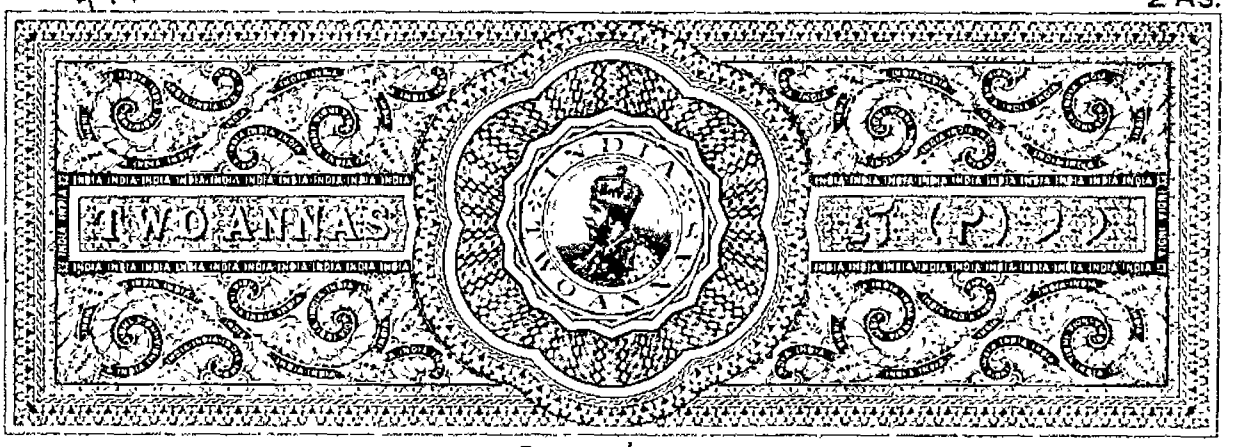

480

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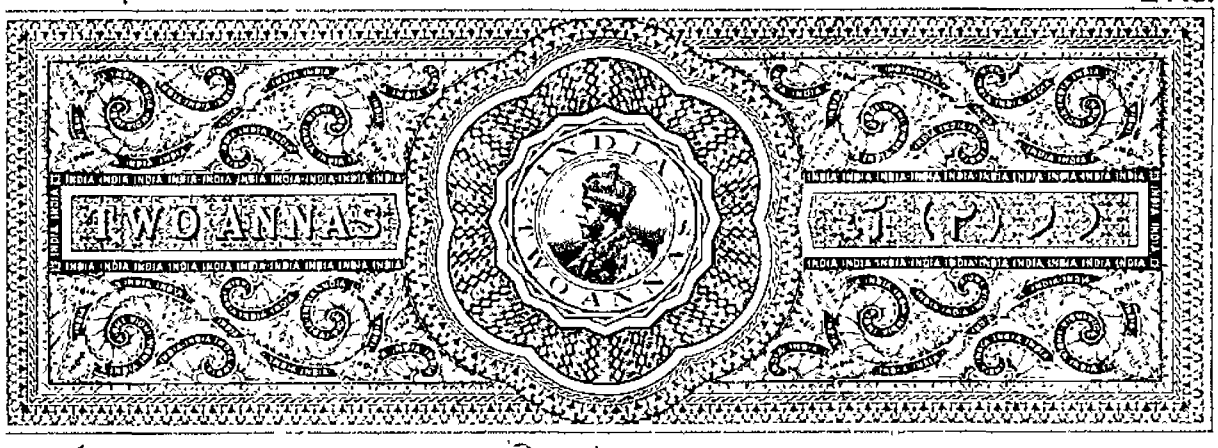

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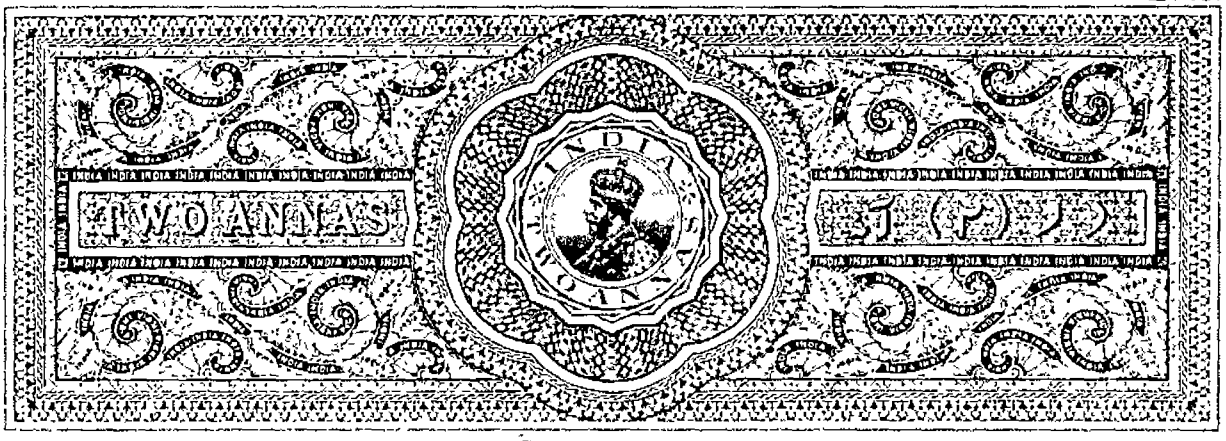
A. J. [illegible]

481



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482

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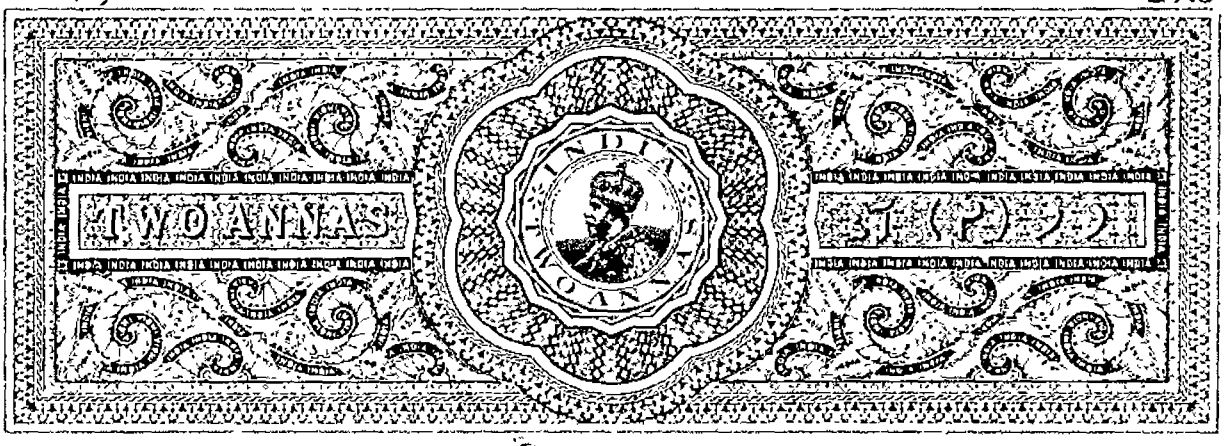

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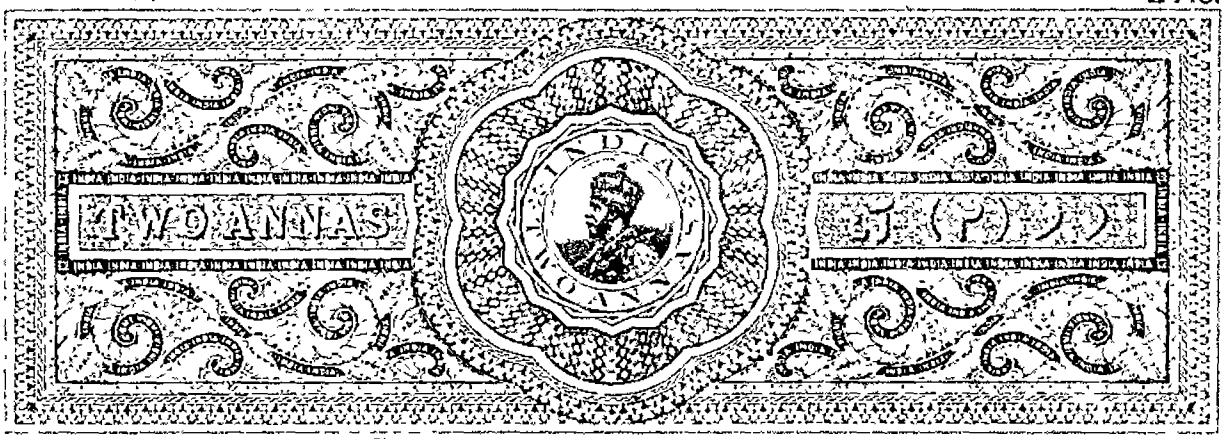

484

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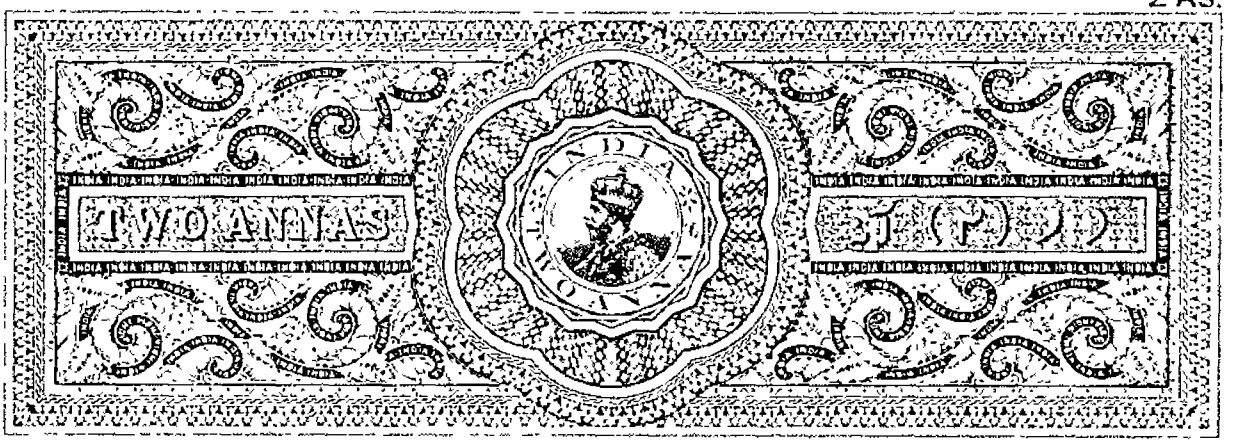

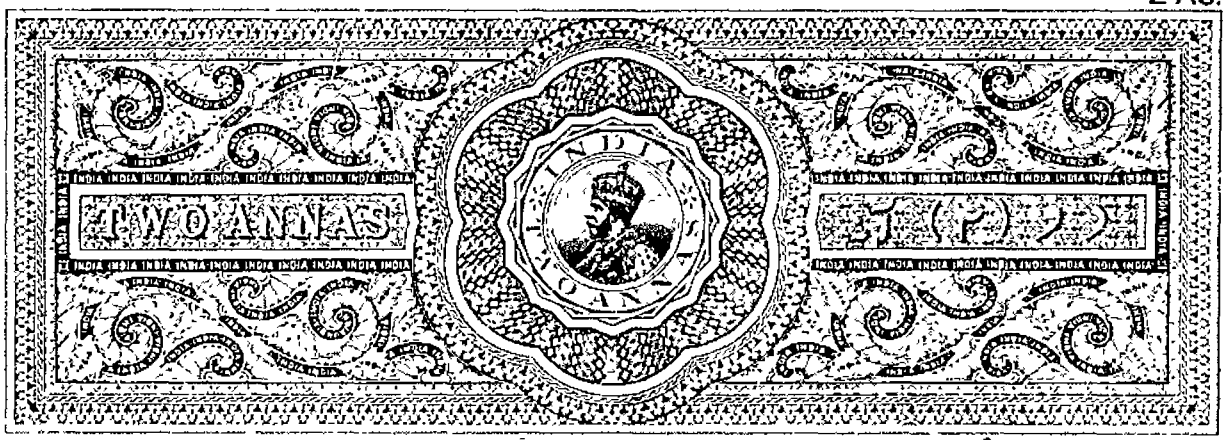
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486/27 copies

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

Read:-

Memorial No 1289 dated the 15th January 1914 from Sriman Thotada Swamy of Dombal and Gadag, Dharwar District, stating that he intends to visit the shrine of Saint Sri Siddalingeswar swamy at Yediyur in the Kunigal Taluk, Tumkur District with equipage and attendants befitting his position and requesting that a Rahadari may be issued to the local officers to afford the party necessary help in obtaining provisions and that a police guard may be furnished for maintenance of peace and order during the tour.

Order thereon No. 2357 — 9
Mus. 329 - 13 - 2

Dated Bangalore, 6th March 1914.

The following equipage, camp followers and accompaniments will, it is reported, accompany the Swamigalu during the ensuing tour—

1 Mona 2 Landaus.

2 Motor Cars.

8 Tongas drawn by horses

10 Dummy Carts.

100 Bullock carts.

1 Elephant.

4 Camels

25 Horses.

4 Sawars with lances

10 Swords.

10 guns.

2 Revolvers.

Gold and silver Ornaments.

500 followers

2 The Swamigalu is exempted from personal appearance in the Bombay Civil Courts and consequently under Schedule I of the Indian Arms Rules he is exempted

from the operation of the Arms Act He will accordingly be permitted to possess the arms specified above,

3 The tour of the Swamigalu will lie within the Districts of Chitaldrug and Tumkur and the tour programme will be communicated by the Agent of the Matt direct to the District Officers concerned. The Deputy Commissioners of these districts are requested to arrange for the necessary help to secure provisions and lodgings for the Swamigalu and his large following, and such Police assistance as may be necessary for the maintenance of peace and order A Canarese Rahadari in the usual terms will also issue.

(Sd,

Sd/ K S Srinivasaiyangar

Secretary to Government

To

The Deputy Commissioner, Tumkur District

The Deputy Commissioner Chitaldrug District.

The Mazrai superintendent in Mysore

K, N N, C,

Memo No, 2360 / Mus 326—13—2 Date 6th March 1914

Copy of the above is forwarded to Mr, H. K. Veerabasaviah Advocate for the memorialist,

"By Order"

Sd/

For Secretary to Government

K N N

Satya prakasha printing press Gadag,

ಶ್ರೀ ಮು. ನಿ. ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ ಸಂಸ್ಕೃತ ಪಾಠಶಾಲಾ ಟ್ರಸ್ಟ್, ಗದಗ.

ಜಮೀನು ಮಾರಾಟದ ಜಾಹೀರ ಲಿಲಾವ

ನರಗುಂದ ತಾಲೂಕ ಸೋಮಾಪೂರ ಗ್ರಾಮದ

ಸರ್ವ ನಂ.	ಕ್ಷೇತ್ರ	ಆಕಾರ
253:1	6 ಎಕರೆ 10 ಗುಂಟೆ	10 ರೂ. 90 ಪೈಸೆ
253:2	6 ಎಕರೆ 10 ಗುಂಟೆ	10 ರೂ. 90 ಪೈಸೆ

ಈ ಜಮೀನುಗಳು ಶ್ರೀ ಮು ನಿ. ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ ಸಂಸ್ಕೃತ ಪಾಠಶಾಲೆಯ ಸ್ವಯಂ ಧರ್ಮಕರ್ತರಾದ ಶ್ರೀಮನ್ನಿರಂಜನ ಜಗದ್ಗುರು ತೋಂಟದ ಸಿದ್ಧಲಿಂಗ ಮಹಾಸ್ವಾಮಿಗಳವರು , ಸಂಸ್ಥಾನಮಠ, ಗದಗ ಇವರ ಸ್ವಂತ ಮಾಲ್ಕಿ ಕಬ್ಜಾ ಪಹಣಿಯಲ್ಲಿ ಇರುತ್ತವೆ. ಮೆಸ್ಸಿ ಚಾರಿಟಿ ಕಮೀಶನರ ಬೆಳಗಾಂವ ಇವರು ಎಸ್.ಸಿ. ನಂ. ೫೬, ೮೭ ತಾ: ೧೬-೫-೧೯೪೬ ನೇ ದಿವಸ ಮಾಡಿದ ಹುಕುಂ ಪ್ರಕಾರ ತಾ ೭—೬—೧೯೪೬ ರವಿವಾರ ಮುಂಜಾನೆ ೧೦—೦೦ ಗಂಟೆಗೆ ನರಗುಂದ ರಹದಾರಿ ಶ್ರೀ ಮುರುಘಾರಾಜೇಂದ್ರ ಹೈಸ್ಕೂಲ ಆವರಣದಲ್ಲಿ ಸದರ ಆಸ್ತಿಯನ್ನು ಉಘಡ ಲಿಲಾವಿನಿಂದ ಬಿಕ್ಕಿ ಮಾಡಿಸುವದು ಇದೆ. ಸದರ ಲಿಲಾವನಲ್ಲಿ ಭಾಗವಹಿಸಲಿಚ್ಛಿಸುವವರು ಆ ದಿವಸ ಸಕಾಲದಲ್ಲಿ ಹಾಜರಿರಬೇಕು.

ಲಿಲಾವಿನ ಕರಾರುಗಳು

1. ಲಿಲಾವಿನಲ್ಲಿ ಭಾಗವಹಿಸುವವರು ಮೊದಲು ಒಂದು ಸಾವಿರ ರೂ. ಗಳನ್ನು ನಗದು ರೂಪದಲ್ಲಿ ಬೈನಾಯಿಸನ್ನು ಕೊಟ್ಟು ಅಧಿಕೃತ ಪಾವತಿ ಪಡೆಯಬೇಕು.

2. ಈ ಮಾರಾಟ ಚಾರಿಟಿ ಕಮೀಶನರ ಬೆಳಗಾವಿ ಇವರ ಅನುಮತಿಗೆ ಒಳಪಟ್ಟಿದೆ.

3. ಲಿಲಾವ ಮುಗಿದ ಕೂಡಲೇ ಆತ ಹೆಚ್ಚಿನ ಬೇಡಿಕೆದಾರರು ಶೇ. 50 ರಷ್ಟು ಮೊತ್ತವನ್ನು ತುಂಬಿ ಸಂಸ್ಥೆಯಿಂದ ಅಧಿಕೃತ ಪಾವತಿ ಪಡೆಯಬೇಕು.

4. ಈ ಲಿಲಾವ ಆದ ಬಗ್ಗೆ ಮಾನ್ಯ ಚಾರಿಟಿ ಕಮೀಶನರ ಬೆಳಗಾವಿ ಇವರ ಮಂಜೂರಿಯನ್ನು ಪಡೆದುಕೊಂಡು ನಾವು ಖರೀದಿದಾರರಿಗೆ ಲೇಖಿ ಮೂಲಕ ತಿಳಿಯಪಡಿಸಿದ ಕೂಡಲೇ ಇನ್ನುಳಿದ ಅರ್ಧ ಹಣವನ್ನು ಸಂಸ್ಥೆಗೆ ಕೊಟ್ಟು ಪಾವತಿ ಪಡೆದುಕೊಳ್ಳಬೇಕು. ಮತ್ತು ಖರೀದಿದಾರರು ತಮ್ಮ ಸ್ವಂತ ಖರ್ಚಿನಿಂದ ಲೇಖಿ ಖರೀದಿ ಕಾಗದವನ್ನು ರಜಿಸ್ಟ್ರೇಶನ್ ಖರ್ಚು ವ, ಇನ್ನುಳಿದ ಯಾವುದೇ ಖರ್ಚನ್ನು ಖರೀದಿದಾರರು ವಹಿಸಿಕೊಳ್ಳತಕ್ಕದ್ದು.

5. ಖರೀದಿದಾರರು ಖರೀದಿಯ ಕಾಲಕ್ಕೆ ಬೇಕಾಗುವ ಇನ್ನುಳಿದ ಯಾವುದೇ ಹೊಣಾಗಿಕೆಯ ಅವಶ್ಯವಿದ್ದಲ್ಲಿ ತಮ್ಮ ಸ್ವಂತ ಖರ್ಚಿನಿಂದ ತರಬೇಕು.

6. ಮಾನ್ಯ ಚಾರಿಟಿ ಕಮೀಶನರ ಬೆಳಗಾವಿ ಪರವಾನಿಗೆಯನ್ನು ಪಡೆದುಕೊಂಡ ನಂತರ ಖರೀದಿದಾರರಿಗೆ ಇನ್ನುಳಿದ ಹಣ ತುಂಬಲು ತಿಳಿಸಿದ ಅವಧಿಯಲ್ಲಿ ಖರೀದಿದಾರರು ಹಣ ತುಂಬಿಸಿ ವಿಫಲರಾದಲ್ಲಿ ಅವರು ಲಿಲಾವಿನ ನಂತರ ತುಂಬಿರುವ ಅರ್ಧ ಹಣಕ್ಕೆ ಯಾವುದೇ ಕಾರಣವನ್ನು ನೀಡದೇ ಮುಟ್ಟುಗೋಲು ಹಾಕಲು ಟ್ರಸ್ಟ ಸಂಪೂರ್ಣ ಅಧಿಕಾರ ಹೊಂದಿದೆ. ಮತ್ತು ಟ್ರಸ್ಟ ಮರು ಲಿಲಾವ ಮಾಡಲು ಸಂಪೂರ್ಣ ಅಧಿಕಾರ ಹೊಂದಿದೆ.

7. ಸದರ ಸಂಸ್ಥೆ ಮಾಲ್ಕಿ ಕಬ್ಜಾವುಳ್ಳ ಜಮೀನನ್ನು ಲಿಲಾವ ಮಾಡಲಾಗುತ್ತದೆ.

8. ಲಿಲಾವಿನ ಅವಧಿಯಲ್ಲಿ ಅಥವಾ ನಂತರ ಬೇಡಿಕೆದಾರರು ಯಾವುದೇ ಕರಾರುಗಳನ್ನು ವ, ಮರು ಕಾಗದಗಳನ್ನು ಮಾಡಿದಲ್ಲಿ ಅವುಗಳನ್ನು ಸಂಸ್ಥೆ ಗಣನೆಗೆ ತೆಗೆದುಕೊಳ್ಳುವದಿಲ್ಲ.

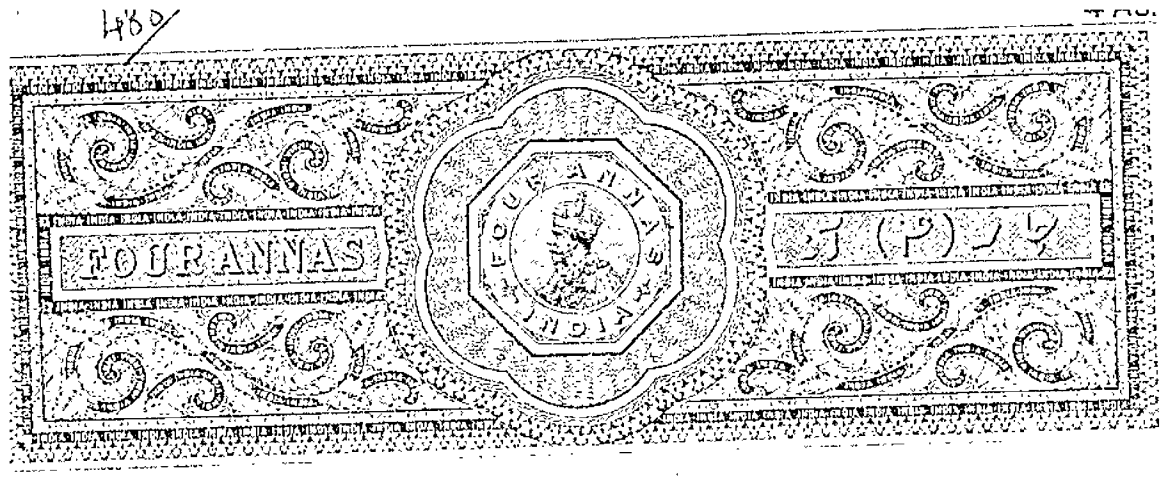
9. ಸಂಸ್ಥೆಯ ಸ್ವಯಂ ಧರ್ಮಕರ್ತರು ವ, ಮ್ಯಾನೇಜರರು ಲಿಲಾವಿನ ದರಗಳನ್ನು ಯಾವದೇ ಕಾರಣ ನೀಡದೇ ಸ್ವೀಕರಿಸುವ ಅಥವಾ ನಿರಾಕರಿಸುವ ಹಕ್ಕುಗಳನ್ನು ಕಾಯ್ದಿರಿಸಿಕೊಂಡಿದ್ದಾರೆ.

10. ಯಾವುದೇ ಕಾರಣದಿಂದ ಲಿಲಾವನ್ನು ಮುಂದೂಡುವ ಪ್ರಸಂಗದಲ್ಲಿ ಮುಂದಿನ ತಾರೀಖನ್ನು ಪತ್ರಿಕೆಯ ಮುಖಾಂತರ ತಿಳಿಯಪಡಿಸಲಾಗುವದು.

11. ಆಯಸ್ಸಿ ಬೇಡಿಕೆದಾರರು ಲಿಲಾವಿನ ಕಾಲಕ್ಕೆ ತುಂಬಿರುವ ಶೇಕಡ್ಯೆಯ ಹಣವನ್ನು ಯಸ್ಸಿ ಲಿಲಾವುದಾರರನ್ನು ಹೊರತುಪಡಿಸಿ ಇನ್ನುಳಿದವರ ಹಣವನ್ನು ಕೂಡಲೇ ರೇವಣೆ ಹಣಕ್ಕೆ ನೀಡಿದ ಪಾವತಿಯನ್ನು ಪರತ ಕೊಟ್ಟು ಹಣ ಪಡೆದುಕೊಳ್ಳಬೇಕು.

ಮ್ಯಾನೇಜರ,
ಶ್ರೀ ಮು. ನಿ. ಜಗದ್ಗುರು ತೋಂಟದಾರ್ಯ
ಸಂಸ್ಕೃತ ಪಾಠಶಾಲೆ ಟ್ರಸ್ಟ್, ಗದಗ

ಗದಗ


TOURANYAS
INDIA

490

IN THE HAJ STATE HIGH COURT OF JUDICATURE AT BOMBAY.

Second Appeal No.231 of 1939.

1. Virbhadrayya Parayya Shivappamath of Gadag.. .. .. .

491

{ Translation of a written-statement writ

Kanara

Second Appeal No.231 of 1939

Exhibit No.13.

L.C.C.S.No. 733 of 1936.

In the Court of the Second Class Subjudge of Gadag.

1. Shriman Niranjan Jagadguru Chanrukul
Sarvabhouma Shri Tontadraya Mahaswami. Plaintiff

Versus

1. Virbhadrayya Nagayya Shivapanmath... Defendants

Claim "

/ In this, the written-statement of the defend-
ant No.2 is as follows:-

(1). Plaintiff's suit is not of a true nature.

(2) The allegation made in the plaint that this defendant purchased the suit property in an auction sale is true. But defendant No.1, having put forth other persons and having got instituted suits etc, has been obstructing to this defendant's taking possession of the said property up-till now. Hence the suit property has not yet come into the possession of this defendant. And even assuming that in the event of his obtaining possession, this defendant is responsible to pay the rent to the plaintiff, still since possession has not been obtained, this defendant is in no way liable to pay the same(amount). Besides, the agreement(contract) having taken place between plaintiff and defendant 1, this defendant is not a party to the said agreement(contract) and hence plaintiff cannot claim rent from this defendant.

6-4-1937. Sd/-Virbhadrayya Nagayya

Sd/- S.F.Patil
Pleader

(Translation of a written-statement written in Kanarese).

Second Appeal No.231 of 1939.

Exhibit No.13.

L.C.C.S.No. 733 of 1936.

In the Court of the Second Class Subjudge of Gadag.

1. Shriman Niranjan Jagadguru Shamukul Sarvabhouma Shri Pontadraya Mahaswami. Plaintiff

Versus

2. Virbhadrayya Nagayya Shivappamath... Defendants

Claim No.

/ In this, the written-statement of the defendant No.2 is as follows:-

(1). Plaintiff's suit is not of a true nature.

(2) The allegation made in the plaint that this defendant purchased the suit property in an auction sale is true. But defendant No.1, having put forth other persons and having got instituted suits etc, has been obstructing to this defendant's taking possession of the said property up-till now. Hence the suit property has not yet come into the possession of this defendant. And even assuming that in event of his obtaining possession, this defendant i responsible to pay the rent to the plaintiff, stil since possession has not been obtained, this defendant is in no way liable to pay the same(amount). Besides, the agreement(contract) having taken place between plaintiff and defendant 1, this defendant not a party to the said agreement(contract) and hen plaintiff cannot claim rent from this defendant.

6-4-1937. Sd/-Virbhadrayya Nagayya

Sd/- S.T.Patil
Pleader

S.A. 231/72. ఓ.ఎ. 1.

ఓ.ఎ.ఎ No. 233/78

గౌరవ సుప్రీంకోర్టు ఉత్తర్వులు ప్రకారం

1. ప్రతివాదులకు ఇవ్వడమైనది —

2. [illegible]

3. [illegible] నిర్ణయించడమైనది.

మాకు తెలిసినది.

ఫిర్యాదుదారులు ప్రతివాదులకు ఇచ్చిన వివరాలు ప్రకారం

ఎ). [illegible]

బి). ఈ పరిస్థితులు ఎందుకు ఏర్పడ్డాయంటే కొన్ని [illegible]
ఎందుకు [illegible] ఇవ్వడానికి [illegible] ఇవ్వడానికి
[

తమ్ముడు చిరంజీవి ఆర్. వీరభద్రుడు
ఆశీర్వదించి రాయునది.

నీవు ఇంటర్ పరీక్షలు బాగా వ్రాసి మంచి మార్కులు
పొంది, తర్వాత ఇంజనీరింగ్ చదువులో
కోరిన బ్రాంచ్ లో సీటు సంపాదించాలి.

ఇట్లు
6.4.87.

ఆర్. వీరభద్రుడు.
Nagarjuna
Srisailam.

ఆర్. వీ. ఫ్రెండ్స్

493

DISTRICT Dharwar / F. No.

193

In His Majesty's High Court of Judicature at Bombay.

Second Appeal / Application No. 231 of 1939

Virbhadrayya Nagayya. — Appellant / Applicant

Appd. — G. P. Murdeshwar.

Abimanu Mallayya
Nirunjan Jagannath
Tulshi Swami. — Respondent / Opponent

Hr. R. A. Jahagirdar.

Filed on

Coram—

R. A. JAHAGIRDAR,
Advocate, High Court.

1 Stamp on memo

2 Vakalat 2- -0.

3 Judgements & Decrees.

4 Print.

5 Process.

6 Pleader's Fees 125 - -0

7 Bayana.

8 Clerk

9 Typing

10 Mis

Total Rs ———

127-0-0.
50-0-0
77-0-0.

Recd. 11/6/39.

D J Tyabji

Recd Receipt-stamp
my Cashier.
D J Tyabji
11-6-39.

Notice to show cause (General Form).

(Sch. I, App. H, Form 1)

Claim Rs.

IN THE COURT OF

Civil Suit No. 233 of 1932.

against

To

Whereas the above-named has made application to this Court that

You are hereby warned to appear in this Court in person or by a pleader duly instructed in the day of 1932 at o'clock in the forenoon, to show cause against the application, failing wherein, the said application will be heard and determined *ex parte*.

Also take notice that in default of your filing an address for service on or before the date mentioned you are liable to have your defence struck out.

Given under my hand and the seal of the Court, this day of 1932.

Judge.

S—251.59

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPEAL No. OF THE HIGH APPELLATE SIDE RULE

Vithaldas

Shankar Manor
and Manor
by

ಮೇಲಿನ ಸಂಖ್ಯೆಯ ಪತ್ರಕ್ಕೆ ಉತ್ತರವಾಗಿ ಕೆಳಗಿನ ಸಂಖ್ಯೆಯ ಪತ್ರವನ್ನು ಸಲ್ಲಿಸಲಾಗಿದೆ.

ಕೆಳಗಿನ ಸಂಖ್ಯೆಯ ಪತ್ರವನ್ನು ಸಲ್ಲಿಸಿದ ಅಧಿಕಾರಿಯ ಹೆಸರು ಮತ್ತು ಹುದ್ದೆ

ಕಚೇರಿಯ ಮುದ್ರೆ

ಸಹಿ

APPEAL No. 231 OF 1939 FROM APPELLATE DECREE

Received on 7th June 1937.

Registered on 12th June 1937.

Decided on 15th February 1939.

Duration: 1 year 8 months and 8 days.

10

EXHIBIT 19

In the District Court of Dharwar, at Dharwar

APPEAL No. 119 OF 1937 FROM DECREE IN CIVIL SUIT No. 755 OF 1936 OF THE COURT OF THE SUB-JUDGE (Mr. BAGALI) OF GADAG

20

Vibhadreva Nagayya Shivappanna'h of Gadag (original Defendant No. 2) .. APPELLANT;

(Pleader Mr. V. G. Jamkhandi)

against

1 Shrimat Maharaj Niranjan Jagadguru Chandrala Sarvabhouma Shri Tontadarya Math Swamigalyaru Guru Shri Tontadarya Maha Swamigalu of State Math Dambal and Gadag by its Vatanikhuyar Basangowda Mudhgowda Patil of Gadag; 2 Rudragowda Dharmanigowda Patil of Gadag (original Plaintiff and Defendant No. 1) RESPONDENTS.

(Pleader—Mr S. S. Malimath for No. 1)

CLAIM—Rs. 1,896-6-0

Judgment

The Plaintiff leased three open sites to Defendant No. 1 for a period of forty years on an annual rental of Rs. 225. The registered rent note passed by Defendant No. 1 in favour of the Plaintiff is exhibit 15, dated 6th January 1926. The rent was payable before the end of January every year. Subsequently Defendant No. 2 purchased in an auction sale the right, title and interest of Defendant No. 1. The Plaintiff filed this suit on 23rd December 1936 claiming arrears of rent for the previous six years with interest at 12 per cent. He claimed Rs. 1,350 as rent and Rs. 546 as interest. Defendant No. 1 admitted the claim. Defendant No. 2 denied his liability to pay rent on the ground that he had not obtained possession. The lower court however held that under the doctrine of privity of estate Defendant No. 2 was liable for rent from the date of sale and passed a decree for the amount claimed against both the Defendants.

Defendant No. 2 only has appealed against that decision contending that the doctrine of privity of estate is not applicable that he has not obtained possession, and that he is not liable for rent or interest.

Exhibit 15 is the rent note passed by Defendant No. 1 to the Plaintiff. It is dated 6th January 1926. In an auction sale Defendant No. 2 purchased the right, title and interest of Defendant No. 1. The sale certificate is exhibit 18 in appeal. The date of the auction sale is mentioned as 1st April 1930. That appears to be a slip of the pen for 1st April 1931. For the Darkhast itself in which the sale took place was filed on 23rd December 1930. There is also other unimpeachable evidence to show that the date of sale was 1st April 1931 and not 1st April 1930 (*vide* exhibit 17 in appeal). The sale was confirmed on 9th April 1931. But under section 65 of the Civil Procedure Code

where immoveable property is sold in execution of a decree and such sale has become absolute the property should be deemed to have vested in the purchaser from the time when the property is sold and not from the time when the sale became absolute. The vesting of the property is made to relate back to the date of sale. So the material date for the recovery of rent is the date of sale and not the date of confirmation of sale.

It is urged that the doctrine of privity of estate is a principle borrowed from the English Law, and that it is not applicable to cases in India. Reliance was placed on certain observations in 58 Bom. 327 at page 335. Therein it was doubted whether the English doctrine of privity of estate was applicable to India. But it has been held that an absolute assignment creates privity of estate between the lessor and the assignee, and that the assignee becomes liable to the lessor on covenants running with the land including the covenant to pay rent (*vide* 27 B. L. R. 553, 17 Mad 296, 30 Mad. 410). None of these rulings has been overruled. Sir Dinshah Mulla also is of the same opinion (*vide* Sir Dinshah Mulla's Transfer of Property Act, 2nd edition, page 612 under note to section 108, clause J).

Defendant No. 2 is an absolute assignee. He is therefore liable to pay rent to the lessor.

It is urged that he has not obtained possession of the property, and that he is not therefore liable. An absolute assignee is liable for rent from the date of sale—whether he has got possession or not (*vide* 54 Cal. 813, 17 Mad. 296 and 30 Mad. 410).

Defendant No. 2 is liable for rent from the date of sale, i.e. from 1st April 1931. The suit was filed on 23rd December 1936. So, on the date of suit the Plaintiff was entitled only to five years' rent, i.e. Rs. 1,125. The lower court allowed interest also on the arrears of rent. Defendant No. 2 is not liable for rent under any contract. He is held liable under the doctrine of privity of estate. As an absolute assignee he is liable on covenants running with the land. A stipulation to pay interest on arrears of rent can hardly be said to be a covenant running with the land as it does not bind the land in its inception or affect its nature, quality or value which are the characteristics of a covenant annexed with the land (*vide* Mathewson *v.* Ram Kanai Singh Deb, 36 Cal. 675; Rogers *v.* Hosegood, 1900, 2 Ch. 388 and Dyson *v.* Forster, 1909, A. C. 98 at page 102). Here the covenant to pay interest on arrears of rent was a personal covenant of Defendant No. 1 and not a covenant running with the land. The claim for interest on the rent against Defendant No. 2 is therefore disallowed.

The Plaintiff is entitled only to five years' rent amounting to Rs. 1,125 as against Defendant No. 2. The lower court's decision against Defendant No. 2 is modified as above. In other respects it is confirmed. The parties should bear their own costs in appeal.

15th February 1939.

(Sd.) G. H. GUGGALI,
District Judge.

[True copy]

(Illegible)
Clerk of the Court.

10

APPEAL No. 119 OF 1937

Grounds

1. The decision of lower court is contrary to law and the evidence in the case.

2. The lower court erred in holding that the Appellant is liable to pay rent even though he has not been able to take possession of the leased property, notwithstanding his persistent efforts to do so.

3. The law on the point involved in the case is not properly understood and applied.

4. The lower court ought to have held that the Plaintiff has no right of suit against the Appellant. The lower court erred in not framing an issue on the point.

5. The doctrine of "privity of estate" which is sought to be introduced in the case is entirely irrelevant and is not at all applicable to the facts of the case.

6. The learned Sub-Judge erred in not following the Bombay ruling in 29 Bom. 391. Even the other rulings referred to are all distinguishable on facts, and in any case, are irrelevant.

7. The quotation from Mulla has not been properly understood. It does not at all support the conclusion which is deduced by the lower court.

8. The Subordinate Judge erred in observing that there is no difference between a private assignment and sale through court. This dictum is opposed both to principle and authority. A private purchaser is quite on a different footing from that of the purchaser in a court sale.

9. Private assignment implies mutual agreement and the private assignee has to thank himself, if he does not take possession; while a purchaser at a court sale has to meet the deliberate and organised resistence of the judgment-debtor at every step, and he cannot be held responsible if he cannot obtain possession in spite of his best efforts for that purpose.

10. "Privity of Estate" is a doctrine of equity, and its applicability depends on equitable considerations. It is not a doctrine of strict law as the lower court appears to think.

11. The lower court erred in entirely overlooking the equities of the case.

12. It may be noted that the Appellant filed his written statement on 6th April 1937, and the judgment is pronounced on 20th April 1937, which proceeds on a wrong view of law. Important documents which are necessary to be produced in the case have not been produced.

13. The said documents clearly show that there have been continuous proceedings instigated by Defendant No. 2 since the date of the auction sale, viz. 1st April 1931. The sale was completed only in 1934. Even now a suit is pending in which an order is made staying Appellant's proceeding to obtain possession of suit property.

14. The lower court erred in acting upon the Purshis, exhibit 14, in which the date of sale is wrongly stated as 1930. The sale took place on 1st April 1931, and it was confirmed on 9th April 1934.

15. The lower court erred in holding the Appellant liable for rent of the whole period, even assuming that he is liable the Appellant cannot be held liable for any period prior to confirmation of his sale.

16. It is humbly submitted that in order to deal with the case properly and completely, and in the interests of justice a number of documents have to be produced, and they will be produced as soon as the certified copies are secured.

17. Proper issues are not framed and the procedure adopted by the trial court in proceeding to pronounce judgment immediately after the written statement was filed, has resulted in serious miscarriage of justice and no opportunity has been given to the Appellant to place his case fully before the court.

18. Interest is wrongly calculated and allowed. The lower court ought not to have allowed any interest. The rate of interest is excessive.

19. The order of costs is wrong.

[True copy]

(Illegible)

Clerk of the Court.

APPEAL No. 231 OF 1939 FROM APPELLATE DECREE

Received on 22nd December 1936.
Registered on 23rd December 1936.
Decided on 20th April 1937.
Duration: 3 months and 28 days.

10

EXHIBIT 16

In the Court of the Second Class Sub-Judge, Gadag, at Gadag

LONG CAUSE CIVIL SUIT No. 733 OF 1936

Shriman Maharaja Niranjan Jagad-guru Charakula Sarva-
20 Bhouma Shri-Tontadharya Maha-Swamigal varu Guru-Shri Tontadhary Maha Swamigalaru State Math, Dambal and Gadag by its Watanadayar Basangouda Madigonda Patil, age 43, of Gadag . ...PLAINTIFF;

(Pleader—Mr. Nadgir)

against

1 Rudragouda Dinamangouda Patil, age 35, trade, of Gadag, Taluka Gadag; 2 Virabhadraya Nagaya Shivappanmath, age 50, trade, of Gadag ...DEFENDANTS.

30 (Pleader—

CLAIM—Rs. 1,896-6-0

The Plaintiff sues to recover as follows on a rent note passed by the Defendant No. 1 to Plaintiff, dated the 6th day of January 1926, for Rs. 225 a year. Defendant No. 2 is the subsequent purchaser of the property. Hence the suit against both.

	Rs. as. p.
40 Principal rent for years	1,350-0-0
Interest at 12 per cent from the of 193 to the of 193	546-6-0
Total ...	1,896-0-0

with costs and future interest from Defendants

This is a suit to recover rent on a registered lease, dated 7th January 1926, exhibit 15, for a period of 40 years. The rent claimed is for a period six years
50 before suit. Defendant No. 1 is the original lessee. Defendant No. 2 has purchased the leasehold rights at a court sale but has not entered into possession of the leasehold property.

Defendant No. 1 admits the claim in his written statement, exhibit 12. Defendant No. 2 contends in his written statement, exhibit 13, that as he was not a party to the lease and as he was not in possession of the leasehold property, he was not liable to pay the rent. In his Purshis, exhibit 14, Plaintiff admits that Defendant No. 2 has not got possession of the leasehold property. Plaintiff claims Rs 1,350 rent proper and Rs. 546-6-0 interest thereon as per stipulation in the rent note. The lease is not for agricultural purposes. Defendant No. 1
60 admits the entire claim, including interest, in his written statement, exhibit 12.

Issues

1. Whether Defendant No. 2 is liable; if so to what extent?
2. What decree should be passed?

Findings

1 Yes; to the whole claim.

2 As per final order.

Reasons

The only contention raised by Defendant No. 2 in his written statement, exhibit 13, is that inasmuch as he has not entered into possession of the leasehold property, he was not liable to pay any rent. No question about Defendant No. 1's liability arises as he is a contracting party and as he admits the claim in his written statement. In 25 Bom. L. R., p. 553, it has been held that "An absolute assignment by a lessee of his interest in a lease creates privity of estate between the sub-lessee and the landlord. The assignee is, therefore, liable to the lessor on all covenants that run with the land. A covenant to pay rent and a covenant to pay ground rent and taxes are covenants running with the land". In 10 Mad. p. 1111, Wallis, C. J. observes that "Privity of estate is a technical term of English Law and it is clear that under that law no such privity arises unless the whole of the lessee's interest is assigned over". In 51 Cal., p. 813 it was held that the assignee of the lessee's interest was liable to pay rent since the date of assignment irrespective of the fact that he has obtained possession of the leasehold property or not.

Mr. Mulla, at page 615 of his book on the Transfer of Property Act, 1936 edition observes that "The liability of the assignee does not depend upon possession, for mere possession does not render a man liable for rent if there has not been a complete assignment: The contrary decision, a Bombay case, 29 Bom., p. 391, is based on a misreading of the English authorities as shown in the judgment of Wallis, C. J. in Thethalan *v.* Eralpad Rajah, 10 Mad. p. 1111. The assignee is liable for rent from the date of the assignment and not from the date of taking possession.

I find no difference between a private assignment of the leasehold right and its sale through the court. The sale has taken place in 1930 as per Plaintiff's Purshis, exhibit 14. I, therefore, hold that Defendant No. 2 is liable for the entire claim under the principle of "Privity of estate". I record my finding as above and pass the following order.

Order

Defendants do pay to Plaintiff the sum of Rs. 1,800-6-0 and costs of suit with future interest on Rs. 1,350 only at the rate of 6 per cent per annum from the date of suit till payment. Defendants to bear their respective costs of suit.

20th April 1937.

(Sd.) M. S. BAGADI,
Sub-Judge.

[True copy]

(Illegible)
Clerk of the Court.

PRINTED AT THE YERAVDA PRISON PRESS, POONA.

S.—395/39

In His Majesty's High Court of Judicature at Bombay.

APPEAL No. 231 OF 1939 FROM APPELLATE DECREE.

Virbhadrayya Nagayya Shivappanmath of Gadag .. (Original Defendant No. 2) } *Appellant;*

versus

Shriman Maharaj Niranjan Swami Jagadguru Charakula Sarvabhouma Shri Pontadraya Math Swamigalavaru State Math Dambal and Gadag by its Vat-muktyar Basangouda Mudigouda Patil of Gadag ... ... (Original Plaintiff) } *Respondent.*

Claim—Rs. 153-4-6.

The Respondent abovenamed begs to urge the following cross-objections to the decree appealed against :—

1. The lower Appellate Court should have awarded interest at 6 per cent. on the sum decreed.

2. It is an error to hold that the covenant to pay interest on arrears of rent was a personal one of Defendant No. 1 and not a covenant running with the land. That what the Defendant No. 2 purchased was the right, title and interest of Defendant No. 1 in the suit site.

3. The order as to costs is wrong. Costs in proportion should have been at least granted.

(Signed) R. A. Jhaghirdar,
Advocate for the Respondent.

Bombay, 12th June 1939.

N.B.—The claim in Cross-objections has been valued as under :—

The total amount of the interest for 4 years on the annual rental of Rs. 225 at 6 per cent (simple interest) accrued every year amounts to Rs. 103-1-0. A Court-fee stamp of Rs. 16-8-0 therefore has been paid. It is more than sufficient

22nd August 1939.

BOMBAY : PRINTED AT THE GOVERNMENT CENTRAL PRESS.

IN THE DISTRICT COURT OF DHARWAR, at Dharwar.

Appeal No.119 of 1937 from Decree
in Civil Suit No.733 of 1936
of the Court of the Sub-judge of
Gadag(Dr.Bagali).

1. Virbhadraya Nagayya Chivayanmath of
Gadag.. .. ..Appellant
(Orig,deft 2)

Versus

1. Shriman Maharaj Niranjan Jagadguru
Charakula Sarvabhouma Dari Tontad-
Raya Math Swamigalavaru State Math
Dambal and Gadag by its Vat-muktyar
Basangouda Mudigouda Patil of Gadag&...
2. Rudragouda Dinamanigouda Patil of Do.. Respondents
(Orig,plff and
deft No.1).

Claim Rs 1506-6-0

JUDGMENT.

495.

The plaintiff leased three open sites to defendant 1 for a period of forty years on an annual rental of Rs 225/-. The registered rent note passed by defendan 1 in favour of the plaintiff is Exhibit 15 dated 6-1-19 The rent was payable before the end of January every year. Subsequently, defendant No.2 purchased in an auction sale the right title and interest of defendant No.1. The

The plaintiff filed this suit on 23-12-1936 claiming arrears of rent for the previous years with interest at 12%. He claimed Rs.1350/- as rent and Rs.540/- as interest. Defendant No.1 admitted the claim. Defendant No.2 denied his liability to pay rent on the ground that he had not obtained possession. The Lower Court however held that under the doctrine of privity of estate, defendant No.2 was liable for rent from the date of sale and passed a a decree for the amount claimed against both the defendants.

Defendant 2 only has appealed against that decision contending that the doctrine of privity of estate is not applicable, that he has not obtained possession, and that he is not liable for rent or interest.

Exhibit 16 is the rent note passed by defendant No.1 to the plaintiff. It is dated 6-1-1926. In an auction sale defendant 2 purchased the right title and interest of defendant 1. The sale certificate is Exhibit 18 in appeal. The date of the auction sale is mentioned as 1-4-1930. That appears to be a slip of the pen for 1-4-1931. For, the Darkhast itself in which the sale took place was filed on 23-12-1930. There is also other unimpeachable evidence to show that the date of sale was 1-4-1931 and not 1-4-1930(vide Exhibit 17 in appeal). The sale was confirmed on 9-4-1934. But under Section 65 of the Civil Procedure Code where immoveable property is sold in execution of a decree and such sale has become absolute, the property should be deemed to have vested in the purchaser from the time when the property is sold and not from the time when the sale became absolute. The

vesting of the property is made to relate back to the date of sale. So the material date for the recovery of rent is the date of sale and not the date of confirmation of sale.

It is urged that the doctrine of privity of estate is a principle borrowed from the English Law and that it is not applicable to cases in India Reliance was placed on certain observations in 56 Bom 327,at page 335. Therein it was doubted whether the English doctrine of privity of estate between the lessor and the assignee, and that the assignee becomes liable to the lessor on covenants running with the land including the covenant to pay rent(Vide 27, Bom.L.R. 553, 17 Mad,296, 30 Mad 410). None of these rulings has been over-ruled, Sir Dinshaw Mulla also is of the same opinion(Vide Sir Dinshaw Mulla's T.P. Act 2nd Edition page 612 under note to section 108 Cl.J.).

Defendant No.2 is an absolute assignee. He is therefore liable to pay rent to the lessor.

It is urged that he has not obtained possession of the property and that he is not therefore liable. An absolute assignee is liable for rent from the date of sale- whether he has got possession or not(Vide 54 Cal,813, 17 Mad, 296 and 30 Mad ,410).

Defendant No.2 is liable for rent from the date of sale, i,e, from 1-4-1931. The suit was filed on 23-12-1936. So on the date of suit, the plaintiff was entitled to only five years' rent i,e, Rs.1125/-. The Lower Court allowed interest also on the arrears of rent. Defendant No.2 is not liable for rent under any contract. He is held liable under the doctrine of privity of estate. As an absolute assignee he is liable on covenants running with the

land. A stipulation to pay interest on arrears of rent can hardly be said to be a covenant running with the land as it does not bind the land in its inception or affect its nature, quality or value which are the characteristics of a covenant annexed with the land(vide Matherson V. Rama Kana Singh Deb 36 Cal, 675) Rogers V. Hosegood, 1900 2, Ch.388 and Dyson V.Forster 1909, A.C.98 at page 102). Here the covenant to pay interest on arrear of rent was a personaly covenant of defendant No. 1. and not a covenant running with the land. The claim for interest on the rent against defendant 2 is therefore disallowed.

The plaintiff is entitled to only five years' rent amounting to Rs.1125/- as against defendant 2. The Lower Court's decision against defendant No.2 is modified as above. In other respects it is confirmed. The parties should bear their own costs in appeal.

16th February 1939 Sd/-G.H.Guggali

District Judge

495

IN THE DISTRICT COURT OF DHARWAR, at Dharwar.

Appeal No.119 of 1937 from Decree
in Civil Suit No.733 of 1936
of the Court of the Sub-Judge of
Gadag(Dr.Bagali).

1. Virbhadraya Nagayya Shivannath of
Gadag.. .....,Appellant
(Orig,deft 2)

Versus

1. Shriman Maharaj Niranjan Jagadguru
Dharakula Sarvabhouma Shri Tontad-
Raya Math Swamigalavaru State Math
Dambal and Gadag by its Mat-Mukteyar
Basangouda Hulligouda Patil of Gadag...
2. Rudragouda Dinamanigouda Patil of do.. Respondents
(Orig,plff and
deft No.1).

Claim Rs.6-0-0

JUDGMENT.

The plaintiff leased three open sites to defendant 1 for a period of forty years on an annual rental of Rs.225/-. The registered rent note passed by defendant 1 in favour of the plaintiff is Exhibit 15 dated 6-1-19[illegible] The rent was payable before the end of January every year. Subsequently, defendant No.2 purchased in an auction sale the right title and interest of defendant No.1. The

496

IN THE COURT OF THE DISTRICT JUDGE OF KOLAR.

Second Appeal No.221 of 1939.

1. Virbhadrayya Pagayya Shivamoggi of Kolar. ..... Appellant, (original Plaintiff).

Versus,

1. Krishna Rao s/o Viranna Kadigaru Shivamoggi and others.

2. Sri. Narayanrao Venkat Rao Patil and Party by M/s Venkatyar Ramanuja Chetty Pettah of Kolar. ..... Respondent. (original).

Claim.

The respondent above-named begs to urge the following cross-objections to the decree appealed against:-

(1). The lower Appellate Court should have granted interest at 6% on the sum loaned.

(2). It is an error to hold that the covenant to pay interest on arrears of rent was a personal one of defendant No.1 and not a covenant running with the land. That what the defendant No.2 purchased was the right, title and interest of defendant No.1 in the suit site.

(3). The order as to costs is wrong. Costs in proportion should have been atleast granted.

BANGALORE
18-6-1939

Advocate for Respondent

IN HIS MAJESTY'S HIGH COURT OF JUDICATURE AT BOMBAY,

Civil Application No.225 of 1939

in

Second Appeal No.231 of 1939

1, Virbhadrayya Nagayya Shivappanmath... Applicant

Versus

1. Shriman Maharaj Niranjan Jagadguru... Opponent.

Claim for

The humble petition of the petitioner above-named,

Respectfully sheweth:-

That the applicant's S.A.No.231 of 1939 has been admitted.

That the opponent is likely to execute the decree of the Lower Court.

That the applicant had got the execution stayed on giving security.

That the applicant was not able to get possession till 1937 owing to orders passed by the Court from time to time.

That the applicant prays that the opponent be restrained from proceeding with the execution of the decree in appeal No.119 of 1937 of the Dharwar District Court and the intimation of the stay order be sent to the court of the 2nd Class Subordinate Judge Miraj, where the opponent is likely to file the Darkhast shortly.

That the applicant has already furnished security.

That the applicant shall ever pray.

17-3-1939 Adv. [illegible]

Advocate for applicant

Rule and Interim stay on usual
17-3-1939 security being furnished. Sd/-M.J.W.

IN HIS MAJESTY'S HIGH COURT OF JUDICATURE AT B O M B A Y.

SECOND APPEAL NO. OF 1939.

Virbhadrayya Nagayya Shivappanmath of Gadag. APPELLANT.
(ORI.DEFT 2)

V E R S U S .

Shriman Maharaj Niranjan Jagadguru Charabole Sarvabhouma Shri Tontadarya Math Swamigalavru Guru Shri Tontadarya Maha Swamigalavaru Math Dambal and Gadag by its Vatmukhtyar - Basangowda Mudigowda Patil of Gadag. ... RESPONDENT.
(ORIG.PLFF 1)

Claim Rs. 1125 - 0 - 0.

For Advocates' Fees Rs.

The Appellant above-named begs to appeal from the decree of the District Judge of Dharwar in Appeal No. 119 of 1937 and sets forth the following grounds of - objection to the decree appealed against, namely :-

1. The lower Court was wrong in holding that defendant 2 was liable to pay Rs. 1125-0-0 as rent ~~kkkkk~~ Company for 5 years (1931-1936)

2. The lower Court should have held that if at all Defendant 2 could be made liable to pay the rent after 1937 when he was given possession.

3. It was an error to hold that the Court sale created a privity of estate between the lessor and the purchaser as from the date of the sale.

4. It should have been held that the doctrine of privity of estate did not apply to India and that, even if it did apply, the defendant 2 was not liable for the rent so long as he was kept out of possession by order of the Court.

5. In any event the lessor could not have maintained

6. The order as to costs is wrong.

Bombay. }
19-3-39. }

Advocates for the Appellan

497

Money decree
Rule to be discharged
with costs.
See C.A. 887/38.

The applicant being
the head of a very big
Lingayat Math. has
to an immense property.

Cor. Registrar
Rule discharged
Amount to be
deposited in court
within one month from
the date of receipt of
record by the Ex court
Appeal to be expedited
in September week
beginning with 18th
Costs - costs in appeal.
BMB 20/2/39

IN HIS MAJESTY'S HIGH COURT OF JUDICATURE AT BOMBAY,

Civil Application No. 225 of 1939

in

Second Appeal No. 231 of 1939

1. Virbhadrayya Nagayya Shivappanmath,.. Applicant

Versus

1. Shriman Maharaj Niranjan Jagadguru... Opponent.

Claim :-

The humble petition of the petitioner above-named,

Respectfully showeth:-

That the applicant's S.A.No. 231 of 1939 has been admitted.

That the opponent is likely to execute the decree of the Lower Court.

That the applicant had got the execution stayed on giving security.

That the applicant was not able to get possession till 1937 owing to orders passed by the Court from time to time.

That the applicant prays that the oppone be restrained from proceeding with the execution of the decree in appeal No. 119 of 1937 of the Dharwar District Court and the intimation of the stay order be sent to the court of the 2nd Class Subordinate Judge Gadag, where the opponent is likely to file the Darkhast shortly.

That the applicant has already furnished security.

That the applicant shall ever pray.

17-3-1939 Sd/- G.P.Murdeswar

Advocate for applican

17-3-1939 Rule and Interim stay on security being furnished. Sd/-N.J.W.

The plaintiff filed this suit on 23-12-1936 claiming arrears of rent for the previous years with interest at 12%. He claimed Rs.1350/- as rent and Rs.546/- as interest. Defendant No.1 admitted the claim. Defendant No.2 denied his liability to pay rent on the ground that he had not obtained possession. The Lower Court however held that under the doctrine of privity of estate, defendant No.2 was liable for rent from the date of sale and passed a a decree for the amount claimed against both the defendants.

Defendant 2 only has appealed against that decision contending that the doctrine of privity of estate is not applicable, that he has not obtained possession, and that he is not liable for rent or interest.

Exhibit 15 is the rent note passed by defendant No.1 to the plaintiff. It is dated 6-1-1926. In an auction sale defendant 2 purchased the right title and interest of defendant 1. The sale certificate is Exhibit 18 in appeal. The date of the auction sale is mentioned as 1-4-1930. That appears to be a slip of the pen for 1-4-1931. Form, the Darkhast itself in which the sale took place was filed on 23-12-1930. There is also other unimpeachable evidence to show that the date of sale was 1-4-1931 and not 1-4-1930(vide Exhibit 17 in appeal). The sale was confirmed on 9-4-1934. Put under Section 65 of the Civil Procedure Code where immoveable property is sold in execution of a decree and such sale has become absolute, the property should be deemed to have vested in the purchaser from the time when the property is sold and not from the time when the sale became absolute. The

vesting of the property is made to relate back to the date of sale. So the material date for the recovery of rent is the date of sale and not the date of confirmation of sale.

It is urged that the doctrine of privity of estate is a principle borrowed from the English Law and that it is not applicable to cases in India Reliance was placed on certain observations in 56 Bom 327,at page 335. Therein it was doubted whether the English doctrine of privity of estate between the lessor and the assignee, and that the assignee becomes liable to the lessor on covenants running with the land incl duing the covenant to pay rent(Vide 27, Bom.L.R. 553, 17 Mad,296, 30 Mad 410). None of these rulings has been over-ruled, Sir Dinshaw Mulla also is of the same opinion(Vide Sir Dinshaw Mulla's T.P. Act 2nd Edition page 612 under note to section 108 Cl.J.).

Defendant No.2 is an absolute assignee. He is therefore liable to pay rent to the lessor.

It is urged that he has not obtained possession of the property and that he is not therefore liable. An absolute assignee is liable for rent from the date of sale- whether he has got possession or not(Vide 54 Cal,813, 17 Mad, 296 and 30 Mad ,410).

Defendant No.2 is liable for rent from the date of sale, i,e, from 1-4-1931. The suit was filed on 23-12-1936. So on the date of suit, the plaintiff was entitled to only five years' rent i,e, Rs.1125/-. The Lower Court allowed interest also on the arrears of rent. Defendant No.2 is not liable for rent under any contract. He is held liable under the doctrine of privity of estate. As an absolute assignee he is liable on covenants running with the

land. A stipulation to pay interest on arrears of rent can hardly be said to be a covenant running with the land as it does not bind the land in its inception or affect its nature, quality or value which are the characteristics of a covenant annexed with the land(vide Mathewson V. Rama Kanai Singh 16 Cal 36 Cal, 675) Rogers V. Hosegood, 1900 2, Ch.388 and Dyson V.Forster 1909, A.C.98 at page 102). Here the covenant to pay interest on arrears of rent was a personaly covenant of defendant No. 1. and not a covenant running with the land. The claim for interest on the rent against defendant 2 is therefore disallowed.

The plaintiff is entitled to only five years' rent amounting to Rs.1125/- as against defendant 2. The Lower Court's decision against defendant No.2 is modified as above. In other respects it is confirmed. The parties should bear their own costs in appeal.

15th February 1939 Sd/-D.D.Guggali
District Judge

1932. 225 + 13-8-0.
1933 ~~225~~ 450 + 27-0-0.
1934 675 + 40-8-0.
1935. 900 + 54-0-0.
1936 1125 + 77-8-0
Total Rs. 212-8-0

498

That the applicants S.A no. 231/39 has been admitted.

That the appt is likely to execute the decree of the lr

That the applicant had just the execution stayed on giving security.

That the applicant was ever-ble to get from Tribl 1737 orders have by the Court from time to time

That the applicant prays that the opts be restrained from proceeding with the execution of the decree in appeal no. 117/37 of the Subordinate Civil Court. & the enlargement of the stay order be sent to the Court of the 2nd class Subordinate Judge. Gudur where the appt is likely to file the counter shortly.

That the applicant has already furnished security.

That the applicant shall ever pray.

17-3-37) Rule & interim stay on security being furnished

పై IV.) 17.3.37.

ఇవతల వాదులు. ఓబిలిశెట్టి ఎ. వీరభద్రయ్య
ఓబనగారి వెంకటసుబ్బయ్య మొదలయిన వీరందరి
మీద ఇవతల ప్రతివాదులు వీరు. ఇంకా వీరిలో చాలమంది
ఇవతల వాదులు. ఓబిలిశెట్టి వీరభద్రయ్య వీరి మీద
దావా అప్పీలు నం. 733/36. దాఖలు చేసి
వీరందరికీ ఇంజంక్షన్ ఆర్డరు వచ్చినది. అందు మీదట
ఇంజంక్షన్ తీసివేయించుకొనుటకు ఈ దరఖాస్తు.

సేవ్ శిల్పం చేయి: కరపత్రం.

ఆఫీసు నం. 119/37 నేతాజీ రోడ్, సత్యపురి.

ఈ కరపత్రం చదువుతున్న ప్రతి ~~[illegible]~~ సేవ్ శిల్పం.

రేపు ఉదయం ఈ ప్రాంతంలో ఏం జరుగుతుందో

మీకు తెలియకపోవచ్చు. కానీ మీ ఇంటి

ముందే ఒక పెద్ద ఘోరం జరగబోతోంది.

మీ ఇంటి ముందు రోడ్డు పక్కన ఉన్న

పురాతన వేపచెట్టు. దాని కింద ఉన్న

శిల్పం. ఆ శిల్పం ఎవరిదో మీకు తెలుసా?

ఆ శిల్పం ఎవరిదో మీకు తెలియదు. ఎందుకంటే

ఆ శిల్పం ఎవరిదో ఎవరికీ

Ex. 18

[illegible] No. 140/1934 [illegible] 6.9.4.34
[illegible]
[illegible]
L.C. No. 370/1934.
Judgment No. 948/30.

Plff "Shivalingappa Mallappa Ivvas" Spin. Stic.
Ginning & Pressing by the Undivided
Joint Family of Hirisha Ivvas
Nagaraja Shivalingappa Ivvas
Ginning & Pressing Co.

Vs.

Defts 1. Rudrappa Patil & Kalmanatha.
Nagaraj Ginning Factory of Hanchinal
Ind Ginning by its Partners.
2. Rudrappa Patil Basappa
Patil of Hanchinal.
3. Kalmanatha Sankappa Nagaraj
of Hanchinal - Ginning.

Sale price Rs. 1500/-.
Date of presentation 12-9-35.
Adv - V.P. Patil.
PC -

[illegible] 1-4-30. [illegible]
[illegible] 7.4.34. [illegible]
[illegible]

Memo

[illegible] 202 - The [illegible]
& Undivided [illegible]

situate in the village of Gurung Belgaria.

City S. No. 6706 - Revision No. 467.
763

X——X——X——X

its Sqr yards being 30993 - of the value being Rs 1500/-.

The right, title & claims of the aforesaid Respt 2 in the said ~~Schedule~~ property (excluding) the Respt 3 is entitled in the final bid, the Respts. Vishnu Nagar Nagpur, Shivashankar Reddy of Gurung, has purchased the same for Rs. 1500/- (Rs. Fifteen Hundred) the sum of the bid.

This day 11-6-24.

Addl. S. J.
81.

Ex 1

(6). [illegible]

18-12-36.

The defts having got auctioned the right, title & interest of the defts in the suit. Items in clause 1 of the plaint, in I.A.No. 985/30 etc. very cruel & hundred the same himself & in Deed auction) & Red Pandu he is also responsible to pay the amount of rent he has also been ordered a suit.

18-12-36.

G G P.—(J) J 237—600—10 32—X2*
G R. J D. No 1395 dated 2 7-16

(Sp)—H C A S. 56 P

ನಕಲು.

ಮಹಾರಾಜಾಧಿರವರ ನ್ಯಾಯಾಧಿಕಾರದ ಹೈ ಕೋರ್ಟ್, ಮುಂಬಯಿ.

ವಿವಾದಿ ಅರ್ಜಿ ನಂಬರು ಸನ್ ೧೯೩ ನೇ ಇಸವಿ.

ಅಪೀಲು ನಂಬರು ಸನ್ ೧೯೩ ನೇ ಇಸವಿ

ಅರ್ಜಿದಾರ
(ಅಪೀಲಂಟ),

ತರ್ಫೆ ವಕೀಲ ಮಿ

ವಿರುದ್ಧ

ಎದುರುದಾರ
(ರಿಸ್ಪಾಂಡೆಂಟ).

ದಾವೆಯ ಬೆಲೆ ರೂಪಾಯಿ—

ವಕೀಲರ ಫೀ ಬಗ್ಗೆ ರೂಪಾಯಿ—

ಪ್ರತಿವಾದಿ ಮಾಳಪ್ಪ, ಪೇವರ ಕೃಪೆಯಿಂದ ಗ್ರೇಟ್ ಬ್ರಿಟನ್ ಆಯರ್ಲಂಡ್ ಮತ್ತ ಸಮುದ್ರಗಳ ಆಚೆ ಇರುವ ಬ್ರಿಟಿಷ್ ರಾಜ್ಯಗಳ ಮಹಾರಾಜರೂ ಗಳ್ಳರ್ಗ್ ಪ್ರೆಸಿಡೆಂಟ್ ಆಗಿರುವ ಪೈವರಿಂದ

ಸದರಿ ಎದುರುದಾರ ಇವರಿಗೆ

ನೂಡುವ ಸಲಾಮು

ಅರ್ಜಿದಾರರು ಈ ನ್ಯಾಯಾಧಿಕಾರ ಕೋರ್ಟಿಗೆ ಬೇಗೆ ತರ್ಜಿ ಮಾಡಿದ್ದಾರೆಲ್ಲ.— ಸನ್ ೧೯೩ನೇ ಇಸವಿ ದಿವಸ ಕೋರ್ಟಿನ ಒಬ್ಬಿಲು ನಂಬರು ಗಳ ಅಪೀಲು ದಾಖಲು ಮಾಡಿದ್ದು ಅದರಲ್ಲಿ ಎದುರು ಪಾರ್ಟಿಗೆ ನೋಟೀಸು ಹೊಡಲಿಕ್ಕೆ ಹುಕುಮು ಆಗಿ ಆಜೆ ಅರ್ಜಿದಾರನು ಅರಿಕೆ ಮಾಡುವದೇನಂದರೆ ಸದರೀ ಅಪೀಲಿನ ನಿಕಾಲೆ ಆಗುವ ತನಕ ಕಳಕೋರ್ಟಿನ ಹುಕುಮನಾಮೆಯ ಬಜಾವಣೆಯನ್ನು ತಹಕೂಬು ಇರಬೇಕು

ಸದರಿ ಅರ್ಜಿಯು ತಾರೀಖು ೧೨ನೇ ಮಾಹೆ ಸನ್ ೧೯೩ನೇ ಇಸವಿ ದಿವಸ ಕೋರ್ಟಿನಲ್ಲಿ ನೋಟೀಸು ಹುಕುಮು ಆದ ಪ್ರಕಾರ ನಿಮಗೆ ನೋಟೀಸು ಕೊಡುವದೇನಂದರೆ ಈ ನೋಟೀಸು ನಿಮಗೆ ಮುಟ್ಟಿದ ಆರಾಗಾಯಿತು ಒಂದು ಏಗಳ್ಳಿ ನೀವು ಸ್ವತಃ ಎಧವಾ ಈ ಕೋರ್ಟಿನ ವಕೀಲರ ಮಾರ್ಫತು ಎಧವಾ ಬೇರೆ ಕಾಯದೆತೀರ ಮುಖತ್ಯಾರ ಮಾರ್ಫತು ಈ ಕೋರ್ಟಿನಲ್ಲಿ ದಾಜರಾಗಿ ಅರ್ಜಿದಾರನ ಅರಿಕೆಯಂತೆ ನೆಹಮಿ ಕರಾರ ಪ್ರಕಾರ ಕಳಕೋರ್ಟಿನ ಹುಕುಮನಾಮೆಯ ಬಜಾವಣೆಯನ್ನು ಯಾಕೆ ತಹಕೂಬು ಇಡಬಾರದು ಎಂಬುಸದಕ್ಕ ಕಾರಣ ತೋರಿಸಬೇಕು ಸದರಿ ಪ್ರಕಾರ ಹಾಜರಾಗಿ ಕಾರಣ ತೋರಿಸದಿದ್ದರ ಇಗರ ವಿಚಾರಣೆಯು ನಿಮ್ಮ ಗೈರಹಾಜರಿಯಲ್ಲಿ ಏಕಪಕ್ಷವಾಗಿ ಆಗಿ ಅರ್ಜಿದಾರನ ಅರಿಕೆಯಂತೆ ಅಥವಾ ಕೋರ್ಟಿಗೆ ಯೋಗ್ಯ ಕಂಡಂತೆ ಹುಕುಮು ಮಾಡಲಾಗುವದು

500

[P. T O

ಇವರ ಸ್ನೇಹಿತ

ಎ.ಕೆ.ಸುಬ್ರಮಣ್ಯಂ

ಬಿ.ಎ.

ದಾವಣಗೆರೆ.

ತಾ 18-5-39

ಎ.ಕೆ.ಸುಬ್ರಮಣ್ಯಂ

ಬಿ.ಎ.

CONTINUED

IN

NEXT ROLL

CONTINUED

IN

NEXT ROLL

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